**INVITATION TO TENDER**

**(OPEN PROCEDURE)**

**FOR**

**Appointment of Caulking Works for HMS Trincomalee (2025)**

NMRNH-2025.001

The National Museum of the Royal Navy

HM Naval Base (PP66)

Portsmouth

PO1 3NH

**Version 2025.01 (PA23)**

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Section 1

Introduction

* 1. This Procurement is being conducted in accordance with the Act using the Open Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, participation and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
	2. This document has been prepared to assist Suppliers in deciding whether to [participate] [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.**
	3. 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.
	4. The Authority reserves the right to issue updated versions of this document to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.
	5. **Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.**
	6. Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix E.
	7. All references to a ‘section’ are to a section in the Act unless otherwise stated.
	8. All references to a ‘paragraph’, ‘appendix’ or ‘annex’ are to a paragraph, appendix or annex of this document unless otherwise stated.
	9. 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).
	10. 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)
	11. The link for registration can be found here; [Find a Tender](https://www.find-tender.service.gov.uk/Search)

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.

The Procurement Timetable

* 1. 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 NMN Tenders Inbox

|  |
| --- |
|  |
| Under Procurement Act 2023- Open Procedure (25 days minimum) |
| 1 | **Issue of Invitation to Tender Document** | Thursday 24th April 2025 |
| 2 | **Site Visits** | Please contact tenders@nmrn.org.uk  |
| 3 | **Final date for Clarification Questions/Requests for additional information** | Midday (1200) Friday 16th May 2025 |
| 4 | **Submission Deadline** | Midday (1200) Thursday 29th May 2025 |
| Post Submission of Open Procedure-  |
| 5 | **Evaluation Moderation of ITTs** | Week Commencing 2nd June 2025 |
| 6 | **Post Submission Interviews (if required)** | Week Commencing 9th June 2025 |
| 7 | ***Award Summary Notices Issued and Standstill Begins***  | Week Commencing 9th June 2025 |
| 8 | ***Earliest Commencement of Contract after Standstill Period Ends and***  | Earliest Thursday 19th June 2025 |
| 9 | ***Contract Award Notice Issued*** |

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 tenders@nmrn.org.uk and should give at least 3-5 working days to make arrangements before the clarification deadline on 18th May 2025.  |
| **Post- Submission-Tenderer Interviews** | The NMRN may, at its discretion, decide to interview Tenderers to further the tendering process. It is envisaged that interviews, if required by the NMRN, will take place during the Week Commencing 9th June 2025.The NMRN reserves the right to amend this timetable. Tenderers should ensure that key members of their delivery team are able to attend the interviews. |
| **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. |

* 1. 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.

Key Performance Indicators (KPIs)

|  |  |
| --- | --- |
| **KPI Number** | **Measure** |
| **KPI-01** | Caulking Works |
| **KPI-02** | Working onboard HMS Trincomalee & NMRN Hartlepool |
| **KPI-03** | Communication with the NMRN |
| *The NMRN reserves the right to amend the above KPIs post-award, however, these will not be substantial changes.* |

Contract Terms

* 1. Annex C and any relevant Appendices details the NMRN Standard Contract Terms and Conditions against which your Tender will be contracted.

Section 3

How to Respond to this Opportunity

3.1 Construction of Tenders

3.1.1 Your Tender is to be written in English, using either Calibri/Arial/Aptos in a minimum font size 11.

3.1.2 Prices must be in **£GBP** with both ex VAT and Inc. VAT. *Prices must be a Fixed Price with a full breakdown of your bid including the resourcing for this work* A price breakdown must be included that has a clear breakdown line by line of your costings including a total bid price in the Tender submission pack.

3.1.3 Please provide your pricing proposal including the fee, payment dates, and other relevant sections such as a detailed breakdown, resource allocation as appropriate to the tender. It should be clearly labelled within your tender submission.

3.1.4- 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: Thursday 29th May 2025

Time: 1200 Midday

Responses should be submitted in an electronic format addressed to: 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 and submission pack 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 is 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 or 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 Tender and any ITT Documentation must be submitted electronically to tenders@nmrn.org.uk by **Midday (1200) Thursday 29th May 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 ITT [insert reference number].

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 NMRN 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.

3.2.3 You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the the NMRN. 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.

3.2.4 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 ITT. 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 this ITT.

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 NMN Tenders Inbox, no later than the deadline in the Procurement Timetable at paragraph [15] above 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 at paragraph [15] above or submitted via any means other than the NMN Tenders Inbox.
	3. If Suppliers identify a technical issue with the NMN Tenders Inbox, they should contact the Authority without delay via the following contact point at:

**Procurement Officer**

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 email inbox after the Closing Date. The NMRN firewall will be checked to ensure that all submissions are received including any attachments.

↓

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

Each Tender will be checked for compliance with the requirements of this ITT. 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.

↓

**Stage 3:** **Evaluation of 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 Evaluation Report and Recommendation** - A final evaluation report will be completed, recommending award.

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)

5.2.1 In accordance with the Procurement Act 2023 and the Procurement Regulations 2024 the NMRN seeks to award the contract on the basis of the Most Economically Advantageous Tender. Tenders will be evaluated at Stages 3 and 4 in accordance with the following criteria and weightings and 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. |
| **Shortlisting of Bids after Initial Assessment** | * The NMRN may shortlist bidders for post-submission interviews after the first tender stage evaluation*. The number of bidders selected for interviews is set out within this tender document.*
* *Tenderers who score below 40%/50% of the total available quality score (100%) for this tender will not be shortlisted, at the NMRN's discretion.*
 |

5.2.2 Scoring Model – Tender responses will be subject to an initial review at the start of Stage 3 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 issuesThe 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**
	1. **Suppliers can sign up here;** [**Find a Tender**](https://www.find-tender.service.gov.uk/Search)
2. **Annex D – Tender Submission Document**
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 were 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). Tenderers 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, 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. [Any decision by the Authority not to award a lot does not prevent the Authority from awarding the remaining lots].
	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

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.

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 responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Authority or its advisers. Suppliers must notify the Authority immediately of any actual, potential or perceived conflict of interest. [DN: The Authority should include information on their process for dealing with supplier conflicts 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 NMN Tenders Inbox 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.

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 tender submission must remain valid for acceptance for a period of [90 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 tender submission deadline by providing written notification to the Authority via the NMN Tenders Inbox.

Modifying your Tender

* 1. Suppliers may modify their submitted prior to the submission deadline. The Authority will not open until after the submission deadline set out in the Procurement Timetable.

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 NMN Tenders Inbox (tenders@nmrn.org.uk) 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

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 may use Price per quality point (PQP) is an 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

Specification / Scope of Requirement

* 1. HMS Trincomalee is a 19th Century Leda class frigate which was built in India and is now berthed afloat in Hartlepool dock and is on the national historic ships register. It is constructed entirely from Indian teak apart from the deck, which was laid in opepe in the mid-1990s, and has been caulked using traditional oakum and pitch.
* Trincomalee has a deck-wetting system in place, but once dates and areas to be caulked have been confirmed, the area being worked on is to be isolated.
* Please email tenders@nmrn.org.uk to express your interest in this tender opportunity to receive the following documents that are mentioned below;
	+ - *Annex 1 upper deck caulking plan*
		- *Annex 2 Trincomalee Deck plan*
* The makeup of the deck planking consists of 16-18 at 9 1/2 ” (240mm) x 236” (6000mm) planks either side of the king plank, with a 12mm caulking seam. The layout can be seen in ***annex 1***
* Contractors are to bring their own equipment required to complete this task. Materials (pitch and oakum) will be supplied by NMRN. This is for the NMRN to retain the materials post-works and advantageous pricing from the supplier.
	1. The NMRN team has completed area 1 and is working on area 2 aft, and the requirement will be for the contractor to work starting from the point of completed works in area 2, then forward in areas 3 (approx. 90+ linear metres) & 4 (approx. 90+ linear metres) and, should resources allow, into areas 5 (approx. 105 linear metres) & 6 (approx. 105 linear metres), in numerical order as shown in ***Annex 1.***
* The contractor is to assist the NMRN team with the removal of ships fittings, such as guns etc to allow caulking to take in the specific area ***see Annex 2***.
	1. The recaulking process will require all seams to be raked out ensuring edges of the joining planks are not damaged, cleaning out all loose oakum and pitch ensuring seam walls are cleaned of pitch residue. This includes seams around deck fittings, i.e. hatch coamings, ships wheel and mizzen mast. This will require the removal of the mast coat. Open seams are to be taped over if rain is forecast to prevent water ingress.
* Seams are to be caulked with oakum, ensuring butts are fully caulked - 2 or 3 runs of oakum may be required to fill the seams allowing for a 12mm thickness of pitch (Jefferies marine glue No2). The preferred method of heating the pitch would be the use of fully PA-tested electric hobs and kettles, or similar, to allow applying pitch to seams. There is a 240V power supply available onboard; care should be taken not to overload any circuits. Naked flames are **not allowed** onboard or on the site.
* Localised containment over work areas may be used, but consideration must be given to weather conditions and may be secured to ships structure as agreed with the NMRN team. If bad weather is forecast any containment is to be de-rigged.
* On completion, caulked seams are to be flush with the deck planking and all pitch removed from the planks. The contractor will then assist the local team with reinstatement of all items removed prior to works.
* The contractor must update the deck plan at the end of each working day to show areas completed, in order to clearly track and record work. Deck plans will be provided by the on-site team.
* The deckhead below the work area must be checked for emerging oakum as a result of paying up. Any such oakum must be removed carefully so as not to damage paintwork.
* If any damaged planks are found requiring repairs, such as graving pieces, then this work must be scoped with photographs and costs, which must be agreed by the NMRN Conservation & Maintenance Manager before any additional works are undertaken.
* Working hours will be aligned with the on-site shipwright’s working hours, between 0700-1700 Mon–Thur, and 0700–1200 Friday. Weekend working cannot be supported in this instance.
* Secure on-site facilities are available for storage of tools and materials as required ashore in a locked workshop; there is CCTV coverage of the whole site.
* On-site parking is available, but the NMRN will not be responsible for any parked vehicles in the NMRN Hartlepool car park.

Annex B

Tender Evaluation Criteria

B.1 The Tender Evaluation criteria for this ITT is defined as follows:

|  |  |
| --- | --- |
| **Criteria** | **Area Weighting** |
| **QUALITY** **Overall Weighting: 100%** |
| **1** | **Criteria 1- Team Experience** * Please provide relevant experience of your organisation and the team members who will be involved in the proposed works.
* Include CVs (as separate attachments) along with any relevant certificates and accreditations.
 | 15% |
| **2** | **Criteria 2- Methodology For Proposed Works*** Based on the Scope of Requirement and Appendices, outline your proposed methodology for completing the works, section by section.
* Please include an indicative timeline, either in written format or as a Gantt chart.
 | 30% |
| **3** | **Criteria 3- Working with the NMRN*** Describe how you will work collaboratively with the NMRN to ensure the following:
	+ Completion of works with minimal disruption to the ship’s visitor operations, including movement of equipment such as guns or rope on the Upper Deck.
	+ Delivery of works to a high standard, in accordance with the NMRN Shipwrights' requirements as set out in this tender.
	+ Clear communication regarding the completion of each section, and effective stock level management to enable the NMRN to reorder and replenish supplies, preventing any loss of working days.
* Please also provide an example of a similar project where you successfully worked in a visitor attraction or in close proximity to a public area.
 | 35% |
| **4** | **Criteria 4- Approach to Conservation*** Provide examples of previous work carried out in conservation or heritage locations/attractions.
* Detail your process for identifying, documenting, and communicating any emergent issues either in the planking or other areas on board such as those arising from the removal of existing caulking to the NMRN.
 | 20% |
| **5** | **Post-Submission Interview (if required)**On the opportunity that the NMRN invite you to a post-submission interview this will be hosted via MS Teams.The interview is used to consolidate our understanding of your tender submission and NMRN reserve the right to adjust the moderated scores as a result of the interview. | N/A |
| **PRICE**  |
| **6** | **Price to include;*** Raking out, hardening up, accommodation, T&S, labour costs for the removal of guns and fittings.
* The total budget for the caulking works is £30,000.
* We kindly ask that all proposals and costings be developed with this budget in mind and priced accordingly.
* We encourage bidders to give an indicative scope of how much work can be done, and/or an indicative price per metre caulked seam.
 |  |
| **TOTAL** | **100%** |

***Please note tenders are assessed on evaluation responses alone, prior knowledge or prior working relationships are not taken into consideration for the purposes of fairness.***

Annex C

NMRN Standard Terms and Conditions

* See in tender documentation pack the NMRN’s Standard Terms and Conditions
* Please be aware these are our full terms and conditions as a sample and does represent the final version for this tender. The NMRN will consider reasonable requests for negotiation post-award, these can be submitted as clarifications.
* The NMRN may also consider a contract from the winning bidder, if you wish to provide a sample contract relevant to this tender, please submit this in your tender submission pack.

Annex D

TENDER SUBMISSION DOCUMENT

|  |
| --- |
| **Preliminary Questions**  |
| **Question no.** | **Question** | **Response** |
| **1** | What is your name? (Supplier name- as listed on Companies House) |       |
| **1a** | Companies House Number |       |
| **2a** | You must be registered on the central digital platform (CDP).What is your central digital platform unique identifier?Registration can be done here; [Find a Tender](https://www.find-tender.service.gov.uk/Search) |       |
| **2b** | **Please confirm and send your organisations Supplier Information Details attached to your submission pack as a PDF which can be downloaded from the Find a Tender Service website.** |       |
| **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/consortiumb. the proposed structure of the group/consortium, including the legal structure where applicablec. the name of the lead member in the group/consortiumd. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor) |       |
| **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)
* 

|  |  |
| --- | --- |
| **Section 7** | **Additional Questions including Project Specific Questions** |
| **Question no.** | **Question** | **Response** |
| **7.1** | **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** = £2,000,000*Policy Expiry Date:**Policy Reference:* | [ ]  Yes[ ]  No |
| **Professional Indemnity Insurance** = £1,000,000*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> |  |
| **7.2** | **Health and Safety** Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). **Please use no more than 500 words.** |
|  |  |
| **7.3** | **Requirement under the Public Contracts Regulations 2015 (Regulation 113)** Please confirm that for public sector contracts awarded under the Public Contract Regulations 2015 you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain | [ ]  Yes[ ]  NoPASS/FAIL |
| **7.4** | **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: ……………… |
|  |  |

Response to Quality Evaluation Criteria

Technical/Quality Evaluation Criteria

* Each Criterion Question Response is clearly indicated to ensure it is clear for evaluation by the NMRN panel.
* Welcome to change fonts, but please keep these to a minimum of size 10 for response text.
* That no other part of the ITT is changed other than the Evaluation Criteria, as you’re welcome to separate this section only from the document.
* However, it must be clearly labelled for example- “Supplier Name Response to Quality Evaluation Criteria”.
* That the word limit is just that, it is not a target.
* It can be submitted as a PDF document or Word Document.

|  |  |
| --- | --- |
| **Criterion 1** | **Criteria 1- Team Experience** * Please provide relevant experience of your organisation and the team members who will be involved in the proposed works.
* Include CVs (as separate attachments) along with any relevant certificates and accreditations.
 |
| Response[1000-word limit] |  |

|  |  |
| --- | --- |
| **Criterion 2** | **Criteria 2- Methodology For Proposed Works*** Based on the Scope of Requirement and Appendices, outline your proposed methodology for completing the works, section by section.
* Please include an indicative timeline, either in written format or as a Gantt chart.
 |
| Response[1500-word limit] |  |

|  |  |
| --- | --- |
| **Criterion 3** | **Criteria 3- Working with the NMRN*** Describe how you will work collaboratively with the NMRN to ensure the following:
	+ Completion of works with minimal disruption to the ship’s visitor operations, including movement of equipment such as guns or rope on the Upper Deck.
	+ Delivery of works to a high standard, in accordance with the NMRN Shipwrights' requirements as set out in this tender.
	+ Clear communication regarding the completion of each section, and effective stock level management to enable the NMRN to reorder and replenish supplies, preventing any loss of working days.
* Please also provide an example of a similar project where you successfully worked in a visitor attraction or in close proximity to a public area.
 |
| Response[1500-word limit] |  |

|  |  |
| --- | --- |
| **Criterion 4** | **Criteria 4- Approach to Conservation*** Provide examples of previous work carried out in conservation or heritage locations/attractions.
* Detail your process for identifying, documenting, and communicating any emergent issues either in the planking or other areas on board such as those arising from the removal of existing caulking to the NMRN.
 |
| Response[1000-word limit] |  |

|  |  |
| --- | --- |
| **Criterion 5** | **Post-Submission Interview (if required)**On the opportunity that the NMRN invite you to a post-submission interview this will be hosted via MS Teams.* The interview is used to consolidate our understanding of your tender submission and NMRN reserve the right to adjust the moderated scores as a result of the interview.
 |
|  |  |

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). |
| **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 in this ITT |
| **Portal** | means the NMRN Tenders (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 [insert reference] published on [insert date] on the Central Digital Platform |

Annex F

Form of Tender

Dear Sir or Madam,

Name of Tender:

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the this ITT document 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 |  |
|  | <ENTER NAMES OF DOCUMENTS SUPPLIER HAS INCLUDED> |  |
|  |  |  |

**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 supply the contract as specified in our response to the tender requirements and in accordance with the pricing schedule provided.

[I/We confirm that we accept the terms of the draft Contract as issued with the Invitation to submit final tender.]

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

I/We confirm that all information supplied to the Authority and forming part of this tender and any previous submissions is true and accurate.

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**

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 this tender will remain valid for 90 days from the date of this form of tender or until any procurement challenge/s have been resolved.

[Note: This time period should also align with the date in the Procurement terms and conditions in Appendix A.]

I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in the ITT document and have considered the draft Contract.

I/We understand that non-compliance with the requirements of the ITT 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** |  |

Annex H

Commercially Sensitive Information

*This appendix should be read in conjunction to the PA23 Regulations the NMRN are obligated where applicable to publish a redacted copy of the winning contract, the below is to inform us the areas of your submission to redact from this submission.*

I declare that I wish the following information to be designated as commercially sensitive:

|  |
| --- |
|  |

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is:

|  |
| --- |
|  |

Supplier to amend as appropriate until award of contract OR during the period of the contract with approval from the NMRN in the first instance.

|  |
| --- |
|  |

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