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| --- |
| **Thank you for registering to the Science Museum Group’s e-tendering service and downloading this Invitation to Tender (ITT)**  **Please read and complete all relevant sections** |



INVITATION TO TENDER (ITT)

*for the provision of*

Ongoing WordPress website maintenance

SCM3680M

29 April 2025

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# Introduction

## The Procurement

* 1. SMG wishes to establish a contract for the provision of ongoing maintenance and support of SMG’s WordPress websites (the “**Agreement**”).
  2. SMG initiated its procurement of the Agreement via publication of a Tender Notice on the central digital platform (“**Central Digital Platform**”).
  3. This procurement is being conducted as an Open Procedure process in accordance with the Procurement Act 2023 (“**PA23**”).

## The Science Museum Group

* 1. The Science Museum Group comprises the [Science Museum](http://www.sciencemuseum.org.uk/) in London, the [National Railway Museum](https://www.railwaymuseum.org.uk/) in York, [Locomotion](https://www.locomotion.org.uk/)in Shildon, the [National Science and Media Museum](https://www.scienceandmediamuseum.org.uk/) in Bradford, the [Science and Industry Museum](https://www.scienceandindustrymuseum.org.uk/) in Manchester and the [Science and Innovation Park](https://www.scienceinnovationpark.org.uk/)in Wiltshire.
  2. We share our [unparalleled collection](http://collection.sciencemuseum.org.uk/)—spanning science, technology, engineering and medicine—with over five million visitors each year.
  3. You can find out more about the Science Museum Group here: [About us | Science Museum Group](https://www.sciencemuseumgroup.org.uk/about-us).

# Section 1 – Key Information

## Overview

* 1. This Invitation to Tender (“**ITT**”) is an associated tender document for the purposes of section 21 PA23 and is being made available to all interested parties (each a “**Supplier**”).
  2. Under SMG procurement policy, SMG will review all responses received in relation to this ITT (each a “**Tender**” or “**Tender Response**”) against the requirements and criteria detailed in this, and any other, associated tender documents.
  3. Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the Conditions of Tender (see Section 4 – Conditions of Tender). Non-compliant Tender Responses may be rejected by SMG at any stage of the procurement process, including prior to evaluation.
  4. Where a Supplier fails to meet a condition of participation (contained in the Procurement Specific Questionnaire which forms part of the Tender Response Document), its Tender Response may also be rejected at any time during the procurement process. SMG reserves the right to exclude Suppliers that are not United Kingdom Suppliers or Treaty State Suppliers (as defined in section 89 PA23) or who intend to sub-contract performance of all or part of the contract to such suppliers.
  5. The assessment methodology is detailed in Section 2 – Assessment Methodology.
  6. Following evaluation of Tenders and approval of the outcome of the procurement, SMG intends to appoint one successful Supplier to enter into an Agreement.
  7. Whilst it is SMG’s intention to purchase the majority of services under this Agreement from the appointed Supplier, this does not confer any exclusivity on the appointed Supplier. SMG reserves the right to purchase any services (including those similar to the services covered by this Agreement) from any supplier outside of this Agreement.

## Timeline

* 1. Set out below is the proposed procurement timetable. This is intended as a guide and whilst SMG does not intend to depart from the timetable it reserves the right to do so at any stage at its discretion.

|  |  |
| --- | --- |
| Indicative Dates | Activity |
| 29.04.25 | Tender Notice published |
| 29.04.25 | Associated tender documents published |
| 09.05.25 | ITT clarification period closes |
| 01.06.25 | Closing date for receipt of Tender Responses |
| 04.06.25 or 06.06.25 | Interviews |
| 02.06.25 - 06.06.25 | Evaluation of Tender Responses |
| 11.06.25 | Award decision made |
| 18.06.25 | Target Agreement commencement |
| To be published following contract award. | Contract Details Notice published |

## Agreement Duration

* 1. The Agreement is intended to run for an initial period of 2 years with the option to extend for up to 1 additional year at SMG’s sole discretion.

## Agreement - Form of Contract

* 1. The Form of Contract that will be used for this Agreement can be found in Appendix 1 – PSA Terms and Conditions of this tender pack.
  2. By submitting a Tender Response, Suppliers are agreeing to be bound by the terms of this ITT and the Agreement without further negotiation or amendment unless otherwise stated in this ITT.
  3. If the terms of the Agreement render the proposals in a Supplier’s Tender unworkable, the Supplier should submit a clarification in accordance with section 10 below and SMG will consider whether any amendment to the draft Agreement is required, subject to the principle of treating suppliers equally. SMG reserves the right to issue revised drafting to all Suppliers. Any amendments which are proposed, but not approved by SMG through this procurement process, will not be accepted.
  4. Suppliers may be required to take out and maintain minimum levels of insurance as set out in the Agreement.
  5. Any Agreement concluded as a result of this ITT will be exclusively governed by the laws of England and Wales.

## SMG Requirements

* 1. SMG’s detailed requirements for the Agreement are set out in Section 3 – Specification.

## Lots

* 1. As set out in the Tender Notice:
  2. The Agreement has not been divided into separate Lots. A compliant Tender must be submitted for all elements of the requirement.

## Negotiation

* 1. SMG will not be conducting any negotiation with Suppliers during this procurement process. All Tenders submitted must be capable of acceptance without the need for negotiation.

## Tender Submission, Clarifications and Point of Contact

* 1. Unless stated otherwise in this document or in writing from SMG, all communications from Suppliers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be made via the procurement portal (<https://in-tendhost.co.uk/sciencemuseumgroup/aspx/Home>) (the “**Procurement Portal**”).
  2. Suppliers must submit their Tender Response via [the](https://in-tendhost.co.uk/sciencemuseumgroup/aspx/Home) Procurement Portal in the form specified in the Tender Response Document, signed by the Supplier’s authorised representative. Further information on Tender Submission can be found at Section 4 – Conditions of Tender below.
  3. Although SMG is satisfied that the Tender Notice and all associated tender documents contain details of the relevant services required by SMG and sufficient information to allow for the preparation of Tender Responses, Suppliers may request clarification of any element of the procurement during the ITT clarification period.
  4. All clarification questions must be submitted through the question-and-answer function on [the](https://in-tendhost.co.uk/sciencemuseumgroup/aspx/Home) Procurement Portal.
  5. SMG will endeavour to respond to all appropriate clarifications received during the ITT clarification period (see relevant date in the Procurement Timetable) but cannot guarantee any minimum response time.
  6. Subject to paragraph 10.7, all questions and clarifications raised by Suppliers through the ‘question-and-answer’ function on the Procurement Portal, together with SMG’s responses (but not the source of the questions) will be visible to all Suppliers.
  7. Suppliers must indicate if they consider that a query contains sensitive commercial information (as defined in section 94(2) PA23) and specify what that information is within the question. If SMG, at its sole discretion, considers that the query does not contain sensitive commercial information, or that other Suppliers would potentially benefit from the query and response, SMG will:
     1. invite the Supplier submitting the query to declassify the query and allow the query along with SMG’s response to be circulated to all Suppliers via the Procurement Portal; and
     2. if the Supplier refuses, request the Supplier to withdraw the query.
  8. SMG reserves the right not to:
     1. respond to a request for clarification; and
     2. not to follow the process in paragraph 10.7;

where it considers that the answer to that request would or would be likely to prejudice SMG’s interests.

* 1. If you have any difficulties using the [Procurement](https://in-tendhost.co.uk/sciencemuseumgroup/aspx/Home) Portal, have any doubt as to what is required, or will have difficulty in providing the information requested please contact:

|  |  |
| --- | --- |
| Name: | Rahul Rajendran |
| Email: | Rahul.Rajendran@ScienceMuseum.ac.uk |
| Phone: | +44 02079424171 |

## Tender Validity

* 1. Your Tender should remain open for acceptance for a period of 120 days. Any Tender received that is valid for a shorter period may be rejected.
  2. All Suppliers must complete an un-amended Form of Tender (in the form set out in the Tender Response Document) with their Tender Response.

## Suppliers’ Conference

* 1. A Suppliers’ Conference will not be held.

## Site Visits

* 1. Site Visits will not be held.

## Interviews

* 1. Interviews will be held via Microsoft Teams during the week commencing 2 June 2025 (ideally 04.06.25 or 06.06.25). The interviews will be held so that SMG can clarify any elements of the tender submitted that are unclear and where additional questions are necessary. Scores will then be adjusted accordingly but the overall scoring criteria will remain as detailed above. The names and positions of those attending from SMG will be notified to all Suppliers in advance of their interview.

# Section 2 – Assessment Methodology

## Evaluation Process

* 1. As this is an Open Procedure procurement conducted in a single stage, the evaluation process will include consideration of Suppliers’ responses to both the Procurement Specific Questionnaire and the tender questions (contained in the Tender Response Document). Each element will be assessed against distinct criteria.
  2. The evaluation process is intended to feature some, if not all, the following phases:
* Compliance checks
* Independent evaluation of Suppliers’ exclusion ground information and ability to meet the conditions of participation.
* Independent evaluation of Tender Responses including technical (qualitative) and commercial (quantitative) evaluations.
* Tender clarifications (where required at the sole discretion of SMG)
* Moderation of scores to produce final ranking
* Evaluation report and recommendation
* Approvals
* Award decision
  1. SMG reserves the right to evaluate Tender Responses in any order it sees fit.

## Excluded and Excludable Suppliers

* 1. In this ITT (and all other associated tender documents for this procurement) the following terms shall have the meaning set out below:
     1. “**Associated Person**” a Consortia Member and/or a Sub-Contractor (excluding a Guarantor) who is being relied upon by the Supplier to satisfy a Condition of Participation.
     2. “**Connected Person**” has the definition prescribed to it in Schedule 6 of the PA23 and includes parties who exercise (or have a right to exercise) significant influence or control over the Supplier or an Associated Person as well as those over which the Supplier or an Associated Person exercises (or has the right to exercise) significant influence or control.
     3. “**Consortia Member**” a third-party supplier that is submitting a Tender together with the Supplier as part of a consortia arrangement.
     4. “**Debarment List**” a UK government published list of suppliers which, following an investigation, a Minister of the Crown considers are Excluded Suppliers or Excludable Suppliers.
     5. “**Excludable Supplier**” has the meaning set out in section.
     6. “**Excluded Supplier**” has the meaning set out in section.
     7. “**Exclusion Grounds**” has the meaning set out in section.
     8. “**Guarantor**” a third-party supplier that will guarantee the performance of all or part of the Agreement by the Supplier.
     9. “**Key Sub-Contractor**” a third-party supplier to which the Supplier intends to sub-contract the performance of an essential role in the provision of the Agreement and/or ≥10% of the Agreement value.
     10. “**Sub-Contractor**” a third-party supplier to which the Supplier intends to sub-contract the performance of all or part of the Agreement. For the avoidance of doubt a Sub-Contractor includes Key Sub-Contractors.
  2. In accordance with section 26 PA23, any Tender received from an Excluded Supplier will be disregarded and the Supplier disqualified from the procurement.
  3. Tenders received from Excludable Suppliers may be disregarded and the Supplier disqualified from the procurement, at SMG’s sole discretion.
  4. A Supplier is an Excluded Supplier or Excludable Supplier if SMG considers that:
     1. a mandatory exclusion ground in Schedule 6 PA23 (“**Excluded Supplier**”) and/or a discretionary exclusion ground in Schedule 7 PA23 (“**Excludable Supplier**”) (together the “**Exclusion Grounds**”) applies to:
        1. the Supplier;
        2. an Associated Person of the Supplier ;
        3. a Key Sub-Contractor;
        4. a Connected Person of the Supplier; or
        5. a Connected Person of an Associated Person; and
     2. the circumstances giving rise to the application of the relevant Exclusion Ground are continuing or likely to occur again; and/or
     3. the Supplier, an Associated Person or a Sub-Contractor is on the Debarment List.
  5. If a Supplier is an Excluded Supplier or an Excludable Supplier that SMG intends to disqualify from the procurement solely on the basis of the Supplier’s relationship with:
     1. an Associated Person;
     2. a Connected Person of an Associated Person; and/or
     3. a Sub-Contractor,

SMG will give the Supplier the opportunity to replace the relevant Associated Person and/or Sub-Contractor before disregarding the Supplier’s Tender.

If a Supplier’s Tender is disqualified on the basis of 16.4 and/or 16.5 above, SMG must notify a Minister of the Crown of the Supplier’s disqualification via the Procurement Review Unit.

## Conditions of Participation

* 1. The capacity and ability of Suppliers to carry out the services will be determined by SMG based upon the responses received to each of the conditions of participation, set out in the Tender Response Document (each a “**Condition of Participation**”).
  2. Suppliers must satisfy the Conditions of Participation in order to be awarded the Agreement. If a Supplier does not satisfy one or more Condition(s) of Participation, it will be disqualified from the procurement.
  3. Suppliers must have submitted their up-to-date core supplier information to the Central Digital Platform including their basic information, economic and financial standing information, connected person information and exclusion ground information (in accordance with regulations 9-12 of the Procurement Regulations 2024 and together referred to as “**Core Supplier Information**”) before the closing date for receipt of Tenders. This information must be shared with SMG via the Central Digital Platform. All other information required regarding the Conditions of Participation must be supplied in the form specified in the Tender Response Document.
  4. Other than the Supplier, a Condition of Participation may (or, where marked, shall) be satisfied by the following entities:
     1. a Consortia Member;
     2. a Sub-Contractor; or
     3. a Guarantor.

## Most Advantageous Tender

* 1. Tender Responses will be evaluated on both price and quality to determine the most advantageous tender(s) which meet SMG’s requirements and best meet the award criteria.
  2. Suppliers’ completed Tender Responses along with any other information requested by SMG will be evaluated against the criteria identified below.

## Award Criteria

* 1. This section sets out the criteria that will be used to evaluate all Tenders.
  2. The Procurement Specific Questionnaire contained in the Tender Response Document will be assessed on the basis of the following criteria.

|  |  |
| --- | --- |
| Section | Weighting/ Criteria |
| Preliminary Questions | For Information Only  All information required in this section must be correctly completed in order to ‘Pass’ but the information submitted is ‘For Information Only’ and will not be evaluated further. |
| Part 1 – Confirmation of Core Supplier Information | Pass / Fail  A Supplier will ‘Pass’ this section if:  All relevant information required in this section is correctly completed AND no Exclusion Grounds apply to the Supplier and/ or its Connected Person(s) which would lead SMG to disqualify the Supplier from the Procurement AND the Supplier and/ or its Connected Person(s) is/are not on the Debarment List OR is/are on the Debarment List relating only to a discretionary exclusion ground(s) which does not lead SMG to disqualify the Supplier from the procurement.  A Supplier will ‘Fail’ this section if it does not meet any of the conditions for a ‘Pass’. |
| Part 2 – Additional Exclusions Information | Pass / Fail  A Supplier will ‘Pass’ this section if:  All relevant information required in this section is correctly completed AND no Exclusion Grounds apply to the Supplier’s Associated Person(s) and/or the Supplier’s Key Sub-Contractor(s) which would lead SMG to disqualify the Supplier from the Procurement AND the Supplier’s Associated Person(s) and/or the Supplier’s Sub-Contractor(s) is/are EITHER (a) not on the Debarment List OR (b) is/are on the Debarment List relating only to a discretionary exclusion ground(s) which does not lead SMG to disqualify the Supplier from the procurement.  OR  All relevant information required in this section is correctly completed AND (a) an Exclusion Ground(s) applies to the Supplier’s Associated Person(s) and/or the Supplier’s Key Sub-Contractor(s) which would lead SMG to disqualifying the Supplier from the Procurement and/or (b) the Supplier’s Associated Persons and/or Sub-Contractors are on the Debarment List, relating to an Exclusion Ground(s) which would lead SMG to disqualifying the Supplier from the procurement AND after being afforded reasonable opportunity, the Supplier has replaced the Associated Person(s) and/or Sub-Contractor(s) to SMG’s satisfaction with another entity(ties) in accordance with PA23.  A Supplier will ‘Fail’ this section if it does not meet any of the conditions for a ‘Pass’. |
| Part 3A – Standard Questions  Financial Capacity – question 14 | Pass/ Fail  All relevant information required in this section must be correctly completed in order to ‘Pass’. A Supplier will ‘Fail’ this section if it does not meet any of the conditions for a ‘Pass’ |
| Part 3A – Standard Questions  Financial Capacity – question 15 | Pass / Fail  All relevant information required in this section must be correctly completed in order to ‘Pass’. A Supplier will ‘Fail’ this section if it does not meet any of the conditions for a ‘Pass’ |
| Part 3A – Standard Questions  Legal Capacity – question 16 | Pass / Fail  Confirmation (i.e. a ‘Yes’ answer), and supporting information must be provided in order to ‘Pass’ this question  A Supplier will ‘Fail’ this section if it does not meet any of the conditions for a ‘Pass’ |
| Part 3A – Standard Questions  Technical Ability – question 17 - Relevant experience and contract examples | For Information Only |
| Part 3A –Standard Questions  Technical Ability – question 18 - Experience of sub-contractor management | For Information Only |
| Part 3A – Standard Questions  Technical Ability – question 19 - Organisational Standards | For Information Only |
| Part 3A – Standard Questions  Technical Ability – question 20 - Health and Safety | For Information Only |
| Part 3B – requirements for central government departments, their executive agencies and non-departmental public bodies  Tackling Modern Slavery in Supply Chains – question 21 | For Information Only. All information required in this section must be correctly completed but the information submitted is ‘For Information Only’ and will not be evaluated further. |
| Confirmation | Pass / Fail  All relevant information required in this section must be correctly completed in order to ‘Pass’  A Supplier will ‘Fail’ this section if it does not meet any of the conditions for a ‘Pass’ |

* 1. Unless otherwise specified, answers to Part 3 of the PSQ in the Tender Response Document relating to the Conditions of Participation will be scored using the objective scoring matrix in the table at 20.2 below. Failure to achieve a score of 2 or more on any question will result in the disqualification of your Tender.
  2. Only Suppliers that “pass” the Procurement Specific Questionnaire/Conditions of Participation will have their responses to the tender questions evaluated. Failure to achieve a score of 2 or more on any question will also result in the disqualification of your Tender. Where a Supplier fails one or more of the pass/ fail questions in relation to Part 2 and/or Part 3 of the PSQ in the Tender Response Document, and/or fails to achieve a score of 2 or more on any question, the Supplier will be disqualified from the procurement.
  3. SMG reserves the right to contact the named customer contacts identified in Suppliers’ Tenders (in Part 3 of the PSQ in the Tender Response Document) in order to take up references. Suppliers must seek permission from the named contacts put forward, prior to submission of the Supplier’s Tender. The named contact provided should be able to provide the evidence requested by SMG, to confirm the accuracy of the information provided in Tender Responses. SMG reserves the right to seek clarification from Suppliers following the taking up of references.
  4. SMG may also seek independent financial and market advice to validate information declared, or to assist in the evaluation of Tenders.
  5. In relation to the tender questions, the Award Criteria are:
     1. 70% Quality; and
     2. 30% Price
  6. Suppliers’ weighted quality and price scores will be added together to reach a total Tender score.
  7. The sub-criteria are set out in detail in the table below. Where specified, a minimum pass mark applies to the evaluation criteria. SMG will reject any Tender which does not meet the relevant threshold in respect of one or more criteria and the Supplier will be disqualified from the procurement.

|  |  |
| --- | --- |
| EVALUATION CRITERIA | PERCENTAGE WEIGHTINGS |
| Price | 30% |
| Relevant experience | 25% |
| Customer support | 15% |
| Collaborative approach | 10% |
| Accessibility | 10% |
| Sustainability | 10% |

## Scoring methodology

Quality

* 1. Unless otherwise specified, the qualitative questions in the Tender Response Document will be scored using the following scoring methodology outlined in the table below.
  2. Failure to achieve a score of 2 or more on any question will result in the disqualification of your Tender.

|  |  |
| --- | --- |
| Score | Criteria |
| 0 | **Unacceptable** - The response does not meet any of SMG’s requirements and/or no response has been provided. |
| 1 | **Poor** – Overall, the response demonstrates that the Supplier does not meet the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the Supplier can meet the requirement due to failure by the Supplier to show that it meets one or more areas of the requirement. |
| 2 | **Adequate** - Overall the response demonstrates that the Supplier meets all areas of the requirement, but not all of the areas of evidence requested have been provided or the response lacks significant detail. This, therefore, is an adequate response, but with some limited ambiguity as to whether the Supplier can meet the requirement due to the Supplier’s failure to provide all of the evidence requested/ detail required. |
| 3 | **Good** - Overall the response demonstrates that the Supplier 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 to the Supplier’s failure to provide all information at the level of detail requested. |
| 4 | **Excellent** – Overall the response demonstrates that the Supplier meets all areas of the requirement and provides all of the areas of evidence requested with excellent detail. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the Supplier can meet the requirement. |
| 5 | **Outstanding** - Overall, the response demonstrates that the Supplier meets all areas of the requirement and provides all of the areas of evidence requested with a level of detail that demonstrates a very comprehensive understanding of SMG’s requirements. The response provides additional assurances that give SMG a high level of confidence that the requirements will be delivered to a high standard. This, therefore, is a detailed, very comprehensive response, leaving no ambiguity as to whether the Supplier can meet the requirement, and provides SMG with additional assurances that delivery will be of a high standard. |

Price

* 1. Price evaluation will be conducted on the basis of the following calculation:

Price Score = Total Available Marks x (Total Price of the Lowest Priced Compliant Tender / Total Tender Price).

## Award of Agreement

* 1. Only Suppliers that submit a Tender Response that is:
     1. assessed by SMG for the purposes of determining the most advantageous tender; and
     2. not disregarded by SMG during the evaluation process in accordance with this ITT;

will be provided with an Assessment Summary notifying them of the outcome of the evaluation exercise, including SMG’s assessment of its Tender Response. Where a Supplier has not been successful, it will additionally be provided with SMG’s assessment of the successful Supplier’s [Tender Response.

* 1. Prior to the award of any Agreement to a successful Supplier, SMG will publish a Contract Award Notice which will trigger the start of the standstill period.
  2. SMG will not enter into any Agreement until the expiry of any applicable standstill period set out in the Contract Award Notice. After the Agreement has been entered into with the successful Supplier(s), SMG will publish a Contract Details Notice.
  3. Where the estimated value of the Agreement is in excess of £5 million, SMG will publish a copy of the Agreement entered into with the successful Supplier(s) in accordance with section 53 PA23.

# Section 3 – Specification

**Introduction**

The Science Museum Groupcurrently has eleven websites that run on the WordPress content management platform and are hosted on WPEngine. We are looking for a supplier to provide ongoing maintenance and support for these websites.

**Current environment**

These are the eleven SMG WordPress websites:

SMG Journal  
<https://journal.sciencemuseum.ac.uk>

SMG Blog  
<https://blog.sciencemuseumgroup.org.uk>

Science Museum Blog  
<https://blog.sciencemuseum.org.uk>

NRM Blog  
<https://blog.railwaymuseum.org.uk>

NSMM Blog  
<https://blog.scienceandmediamuseum.org.uk>

SIM Blog  
<https://blog.scienceandindustrymuseum.org.uk>

Hire the Science Museum  
<https://www.hirethesciencemuseum.com>

Hire the Railway Museum  
<https://www.hiretherailwaymuseum.com>

Hire the Science & Industry Museum  
<https://www.hirethescienceandindustrymuseum.com>

Hire the Science & Innovation Park  
<https://www.hirethescienceinnovationpark.com>

Transforming Practice Blog (once rest of Learning site migrated to Drupal)  
<https://learning.sciencemuseumgroup.org.uk/blog/>

These websites have had basic maintenance and enhancements carried out over the last few years but would benefit from a full review as some aspects, such as deployment processes, plugins in active use, users and access levels may be out of date and in need of improvement. The websites have also not had a recent accessibility audit.

**The requirements**

**Initial review and update of all websites**

Conduct an initial investigation into the set-up of the current websites – hosting, plugins used, user and admin access, CDN, deployment processes, Github code repository, basic accessibility audit. Based on the review, make recommendations of necessary steps to update the websites to ensure:

* WordPress is up to date and secure
* plugins are either up to date or removed if no longer used
* website users are up to date with correct access levels
* Github code repository is set-up correctly
  + Collaborative access (SMG/supplier)
  + Supports shared understanding / development (ie. others could work on code if required)
  + Complete (should hold all bespoke code and scripts needed to deploy)
  + Up-to-date (should hold latest versions of all code)
  + Documented (what is here/how it is deployed)
* deployment process documented and streamlined
* urgent accessibility issues identified and fixed

A certain portion of the budget has been set aside to carry out this work in the first year of the contract.

**Ongoing maintenance**

Once the initial review and recommendations have been completed, maintenance of the websites will be required on an ongoing basis for the duration of the contract. This will include:

* Regular updates to the WordPress core, themes, and plugins.
* Backups of the websites and their databases.
* Monitoring of website security and performance.
* Troubleshooting and fixing of any reported urgent issues.
* Respond to and resolve the following severity levels of issues in the order listed:
  + Severity Level P1: Critical issues that prevent the website from functioning properly and require immediate attention.
  + Severity Level P2: High-priority issues that significantly affect the performance or functionality of the website, but do not prevent it from functioning entirely.
  + Severity Level P3: Medium-priority issues that may cause some inconvenience or degradation of performance, but do not significantly affect the overall functionality of the website.
  + Severity Level P4: Low-priority issues that are cosmetic or do not significantly impact the performance or functionality of the website.
* Use any remainder of the retained time to carry out minor enhancements and improvements to the websites

**Essential skills and experience**

We are looking for a supplier that meets the following criteria

* Extensive experience developing websites in WordPress – both front-end and back-end development work is required. This could include bespoke plugins and PHP development.
* Strong focus on user experience (UX) and designing web functionality that is easy and accessible to use
* Ability to carry out maintenance and security patches to WordPress’s core applications and plug-ins
* Experience maintaining and supporting WordPress websites on an ongoing basis
* Ability to work with a third-party hosting provider (WPEngine) to resolve issues around hosting and deployment of new web functionality
* Experience in identifying, analysing and fixing website issues in a timely manner
* Experience in delivering web functionality that meets the international WCAG 2.2 AA accessibility standard
* Support processes in place to prioritise and respond to urgent issues within business hours
* Experience collaborating and working closely with teams from a non-technical background (ideally within the cultural sector)
* Evidence of considering environmental sustainability as part of web development and putting in place practices and processes that support this.

**Budget**

**Year 1**

Initial review and update of websites: £10,000

Ongoing website maintenance for Year 1: £13,000

**Year 2**

Ongoing website maintenance for Year 2: £13,500

**Year 3**

Ongoing website maintenance for Year 3: £13,500

**Total budget over 3 year contract: £50,000**

**Project programme**

June 2025: Supplier appointed

July 2025: Carry out initial review of websites and make recommendations

July 2025: Agree schedule of development work to update websites following review

October 2025: Agreed improvements implemented following review

November 2025 – June 2026: Ongoing maintenance of the websites for remainder of Year 1

July 2026 – June 2027: Ongoing maintenance of the websites for Year 2

July 2027 – June 2028: Ongoing maintenance of the websites for Year 3

# Section 4 – Conditions of Tender

## General

* 1. These instructions are designed to ensure that all Tenders are given fair consideration. It is important therefore that Suppliers provide all the information asked for in the format and order specified. Please contact the person(s) named in paragraph 10.11 if you have any doubt as to what is required or will have difficulty in providing the information requested.
  2. Suppliers should read these instructions carefully before completing the Tender Response. Failure to comply with the requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Suppliers are advised therefore to acquaint themselves fully with the extent and nature of the services outlined in this document.
  3. These instructions constitute the Conditions of Tender. Participation in the procurement process automatically signals that the Supplier accepts these Conditions of Tender.
  4. This ITT and any disputes arising from it will be governed by English law and subject to the exclusive jurisdiction of the Courts of England and Wales.
  5. All material issued in connection with this procurement (including this ITT) will remain the property of SMG and will be used only for the purpose of this procurement exercise. All due diligence information will be either returned to SMG or securely destroyed by the Supplier (at SMG’s option) at the conclusion of the procurement exercise.
  6. The Supplier will ensure that each and every Sub-Contractor, Consortium Member and adviser (including employees of those entities) abides by the terms of these instructions and the Conditions of Tender as well as the Supplier’s own employees.
  7. The Supplier must not contact any employee (other than the appointed point of contact or via the Procurement Portal), agent or consultant of SMG who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by SMG.
  8. SMG makes no representation, warranty or promise of any kind, and is not bound whether contractually or otherwise to follow any course of action as a result of:
* issuing this ITT or any invitation to participate in this procurement exercise;
* an invitation to submit any Tender or other proposal in respect of this procurement exercise;
* communicating with a Supplier or a Supplier’s representatives or agents in respect of this procurement exercise; or
* any other communication between SMG (whether directly or by its agents or representatives) and any other party.
  1. Suppliers must accept and acknowledge that by issuing this ITT SMG will not be bound to accept any Tender and reserves the right not to conclude an Agreement or any contract for some or all of the services for which Tenders are invited.
  2. SMG will use [the](https://in-tendhost.co.uk/sciencemuseumgroup/aspx/Home) Procurement Portal to manage the procurement process. This allows SMG to receive Tender Responses from Suppliers electronically in a secure environment.
  3. Tender Responses are submitted through the Procurement Portal and held in a secure environment until the deadline for responses has expired. Nominated members of SMG then unlock the Tender Responses. A full audit trail is kept of all access to the Tender Responses.

## Confidentiality, Rights to Publish and Government Transparency

* 1. Subject to the exceptions referred to in paragraph 23.2, the contents of this ITT are being made available by SMG on the condition that:
     1. Suppliers must at all times treat the contents of the ITT and any related documents (together called the “**Information”**) as confidential, save in so far as they are already in the public domain;
     2. Suppliers must not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
     3. Suppliers must not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
     4. Suppliers must not undertake any publicity activity relating to this procurement within any section of the media.
  2. Suppliers may disclose, distribute or pass any of the Information to the Supplier’s advisers, Sub-Contractors, Consortia Members, or to another person provided that either:
     1. this is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Supplier; or
     2. the Supplier obtains the prior written consent of SMG in relation to such disclosure, distribution or passing of Information; or
     3. the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Agreement arising from it; or
     4. the Supplier is legally required to make such a disclosure.
  3. In paragraphs 23.1 and 23.2 above the definition of ‘**person’** includes but is not limited to any person, firm, body or association, corporate or incorporate.
  4. SMG may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and SMG may make any of the Agreement documents available for inspection by its officers, employees, agents or advisers.
  5. SMG reserves the right to disseminate information that is materially relevant to the procurement to all Suppliers, even if the information has only been requested by one Supplier, subject to the duty to protect each Supplier’s sensitive commercial information in relation to its Tender (unless there is a requirement for disclosure under the PA23, Freedom of Information Act, or other legislation as explained below).
  6. Suppliers give consent for SMG to publish the Agreement in its entirety, including any agreed amendments to the Agreement, in line with its transparency obligations under PA23 and government policy. SMG may consult with the successful Supplier(s) to inform its decision regarding any redactions, but SMG will have the final decision regarding publication, in its absolute discretion.
  7. The successful Supplier(s) will assist and cooperate with SMG to enable SMG to publish the Agreement as requested.

## Freedom of Information and Data Protection

* 1. In accordance with the obligations and duties placed upon public authorities by the PA23, the Freedom of Information Act 2000 (the ‘**FoIA’**) and the Environmental Information Regulations 2004 (“**EIR**”) SMG may be required to disclose and/or publish information submitted by a Supplier to SMG (including the Agreement).
  2. In respect of any information submitted by a Supplier that it considers to be sensitive commercial or confidential information, the Supplier should:
     1. clearly identify such information as sensitive commercial or confidential information;
     2. explain the potential implications of disclosure of such information; and
     3. provide an estimate of the period of time during which the Supplier believes that such information will remain sensitive commercial or confidential information.
  3. Where a Supplier identifies information as sensitive commercial information, SMG will endeavour to maintain confidentiality. Suppliers should note, however, that, even where information is identified as sensitive commercial or confidential information in accordance with paragraph 24.2, SMG may be required to disclose such information in accordance with the PA23, FoIA and/or EIR. Accordingly, SMG cannot guarantee that any information marked “confidential” or “sensitive commercial information” will not be disclosed. The decision as to whether any information is disclosable under the provisions of PA23, FoIA and/or EIR vests solely with SMG, at its sole discretion, although SMG may choose to consult with the relevant Supplier.
  4. Where a Supplier receives a request for information under the FoIA and/or the EIR about this procurement process, this should be immediately passed on to SMG and the Supplier should not attempt to answer the request without first consulting with SMG.
  5. SMG is subject to data protection law, that being all applicable statutes and regulations pertaining to the processing of personal data, including the privacy and security of personal data.
  6. As part of SMG’s obligations under data protection law it is required to process personal data lawfully and transparently. The ways in which we process personal data are set out at <https://www.sciencemuseumgroup.org.uk/privacy-policy/>
  7. Where, as part of the procurement process, Suppliers provide SMG with the names of individuals such as employees or contractors, SMG will process their personal data in accordance with its information notice and we request that you pass the details of the way we process personal data to those individuals.

## Preparation of Tender

* 1. Suppliers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Suppliers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will SMG, or any of their advisers, be liable for any costs or expenses borne by Suppliers (or their Sub-Contractors, Consortia Members, Associated Persons, Connected Persons, or advisers) in this process.
  2. Suppliers are required to complete and provide all information required by SMG in accordance with the Conditions of Tender and the associated tender documents. Failure to comply with the Conditions of Tender and the associated tender documents may lead SMG to disqualify a Tender Response.
  3. SMG relies on Suppliers’ own analysis and review of information provided. Consequently, Suppliers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
  4. Suppliers must form their own opinions, making such investigations and taking such advice (including professional advice) as appropriate, regarding the requirements as outlined in the associated tender documents and their Tenders, without reliance upon any opinion or other information provided by SMG or their advisers and representatives. Suppliers should notify SMG promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.
  5. Each Tender must meet SMG’s minimum requirements, operate as a standalone Tender and not be dependent on any other Tender or any other external factors, or be qualified in any way.
  6. Where a word or page limit has been stipulated, only the information within the limit will be assessed by SMG. Unless expressly stated otherwise, additional information will not be assessed, including via hyperlinks. Supporting information must not be submitted in place of a written response.
  7. Any Tender must be capable of being accepted by SMG in its own right.
  8. Where a Supplier relies upon Artificial Intelligence or similar technology (“**AI**”) in the preparation of its Tender Response, it is the responsibility of the Supplier to ensure that the information generated by AI and used in its Tender Response accurately represents the Supplier’s position and is consistent with the warranties provided in the Form of Tender. SMG reserves the right to take such further steps to investigate any potential misrepresentation by a Supplier during the procurement process.

## Submission of Tenders

* 1. Each Supplier:
     1. must submit one complete Tender [in respect of each Lot that the Supplier has been invited to respond to by SMG and for which it wishes to submit a Tender].
  2. Tenders must be submitted in the form specified in the Tender Response Document.
  3. Suppliers are reminded to include all relevant information in answer to each question in the Tender Response Document. Tenders will be scored solely on the basis of the information provided by the Supplier in response to individual questions; no other information will be taken into account in the scoring of Tenders that is either assumed by the Supplier or referred to by the Supplier as being available elsewhere, including, for example, in another part of the Tender, submitted in response to another competitive process or SMG’s prior experience of the Supplier’s organisation or services.
  4. SMG may at its own absolute discretion extend the closing date and the time for receipt of Tenders. Suppliers will be notified of any changes. Any such extension will apply to all Suppliers.
  5. Suppliers must submit their response via the Procurement Portal (<https://in-tendhost.co.uk/sciencemuseumgroup/aspx/Home>). All in the form specified in the Tender Response Document and signed by the Supplier’s authorised representative.
  6. The Tender and any documents accompanying it must be in the English language or a full translation provided at no cost to SMG.
  7. Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
  8. Tenders must be received via the Procurement Portal by the closing date and time.
  9. Tenders may be received any time up to the deadline stated above. Tenders received before this deadline will be retained unopened until the opening date.
  10. Unless otherwise notified by SMG, only one complete Tender Response per Supplier will be accepted for evaluation. Where more than one complete Tender Response is submitted by a Supplier for the same procurement/ Lot, SMG will review the latest complete Tender submitted by the Supplier before the Tender deadline.
  11. Unreadable or corrupt files submitted as part of a Tender Response will not be evaluated.
  12. SMG does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
  13. Suppliers are advised to retain a copy of their Tender for their own information.

## Late Tenders

* 1. Any Tender received after the closing date and time for receipt of Tender Responses may be rejected and disqualified from the procurement. Such a decision is to be taken at SMG’s sole discretion.
  2. All dates and times referred to in the associated tender documents are to be interpreted in accordance with UK time zones applicable at the relevant date/ time.
  3. SMG will have no liability to any Supplier for late Tenders caused by any information technology or other issues.

## Modification and Withdrawal

* 1. Suppliers may withdraw, modify and re-submit their Tender prior to the deadline using the Procurement Portal. No Tender may be modified subsequent to the deadline for receipt of Tenders.

## Canvassing

* 1. Any Supplier who directly or indirectly canvasses any officer, employee, or agent of SMG concerning the establishment of the Agreement or who directly or indirectly obtains or attempts to obtain information from any such officer, employee or agent concerning any other Supplier, Tender or proposed Tender will be disqualified.

## Disclaimers

* 1. Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.
  2. Neither SMG, nor their advisors, nor their respective directors, officers, partners, employees, other staff or agents:
     1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
     2. accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor will any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
  3. Any persons considering entering into contractual relationships with SMG following receipt of the ITT should carry out their own investigations and their own independent assessment of SMG and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt, the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules/Appendices/Annexes) is only authorised to be provided following a query made in accordance with paragraph 10 of this Invitation to Tender.

## Collusive Behaviour

* 1. Any Supplier who:
     1. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
     2. communicates to any party other than SMG the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
     3. enters into any agreement or arrangement with any other party that such other party will refrain from submitting a Tender; or
     4. enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
     5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, will (without prejudice to any other civil remedies available to SMG and without prejudice to any criminal liability which such conduct by a Supplier may attract) be disqualified.

## Rules on Related Supplier / Group Entities

* 1. Suppliers must notify SMG where any other Tender is being submitted for this opportunity by any other Supplier, where the respective Suppliers are connected in any way to each other.
  2. SMG may require Suppliers to confirm that any Tender is independent and autonomous from any other Tenders submitted for this procurement.
  3. SMG reserves the right (at its sole discretion) to exclude any Supplier who is unable to provide satisfactory evidence of the independence and autonomy of each Tender or that sufficient procedures have been put in place to prevent actual or potential anti-competitive behaviour. It may also be necessary for SMG to report concerns to the Competition and Markets Authority (“**CMA**”) without first notifying the relevant Supplier(s). Any action undertaken during the procurement would be independent of any action undertaken by the CMA.

## Changes in Supplier Status

* 1. If any of the statements made in a Tender Response change or cease to apply during the procurement process, the Supplier must notify SMG immediately.
  2. SMG reserves the right to require the Supplier to provide additional information and/or to disqualify any Supplier which ceases to meet the Conditions of Participation at any time.
  3. Suppliers must immediately notify SMG in writing if their status in relation to the Exclusion Grounds changes. Any such change may result in the Supplier being disqualified from the procurement process.
  4. Any change to Associated Persons, Sub-Contractors, Consortia Members and/or Connected Persons must be notified to SMG immediately. 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 to SMG and relevant details of the Sub-Contractor should be provided once their identity and role is confirmed. This information should be shared with SMG as soon as possible.
  5. In submitting a Tender Response, each Supplier is confirming that it has taken the following steps prior to submitting its Tender Response. A failure to do so may result in the Supplier being disqualified from the procurement:
     1. The Supplier has registered on the Central Digital Platform;
     2. The Supplier has submitted its up-to-date Core Supplier Information to the Central Digital Platform; and
     3. The Supplier has given its up-to-date core supplier information to SMG via the sharing facility on the Central Digital Platform.

## Sub-Contracting and Group Structures

* 1. Where;
     1. a consortia, joint venture or other group structure is proposed, SMG may require the successful Supplier(s) to enter into a particular legal entity or structure if they are awarded the Agreement;
     2. a Supplier indicates that it intends to sub-contract all or part of the Agreement to another supplier, SMG may direct the Supplier to enter into a legally binding arrangement with the other supplier for the purpose of that supplier performing all or part of the Agreement; and/or
     3. a Supplier indicates it intends to sub-contract all or part of the Agreement, SMG reserves the right to require the Supplier to prove that it will have at its disposal all of the resources necessary, for example by producing a commitment by those suppliers to that effect.
  2. Where a Consortia Member or Sub-Contractor is an Associated Person by virtue of being relied upon by the Supplier to meet one or more of the Conditions of Participation, and is an Excluded Supplier or Excludable Supplier and/or is on the Debarment List, SMG will allow the Supplier reasonable opportunity to replace the Associated Person with another supplier which:
     1. meets the Conditions of Participation; and
     2. is not itself an Excluded Supplier or Excludable Supplier.
  3. If the Associated Person is not replaced to the satisfaction of SMG, the Supplier may be disqualified from the procurement.
  4. By submitting a response to this procurement, Suppliers acknowledge and accept that SMG may impose these requirements as a condition of award of the Agreement. Failure to accept this provision may result in the disqualification of a Supplier’s Tender.

## Conflicts of Interest

* 1. Throughout the procurement, SMG has a duty to identify, review and mitigate actual conflicts of interest, potential conflicts of interest and perceived conflicts of interest (together “**Conflicts of Interest**” and as specified in sections 81 and 83(4) PA23) to ensure a Supplier is not put at an unfair advantage or disadvantage in relation to the procurement.
  2. For the purposes of this procurement, a Conflict of Interest includes any conflict which exists due to a Supplier’s (or its employee’s, agent’s, adviser’s, consultant’s, Connected Person’s, Associated Person’s, Consortia Member’s and/or Sub-Contractor’s) current or previous involvement with:
     1. SMG; and/or
     2. the procurement (including the Agreement); and/or
     3. any other Supplier who is engaged in the procurement.
  3. SMG has a duty to prepare, and periodically review and revise, a conflicts assessment for this procurement.
  4. Suppliers are required to consider whether they have knowledge of any Conflicts of Interest relating to the procurement and must notify SMG in writing without delay if they are, or become, aware of any such Conflicts of Interest at any time during the procurement.
  5. Where any Conflicts of Interest concerning the Supplier exist, SMG may require the Supplier to take steps to ensure a Conflict of Interest does not put any Supplier at an unfair advantage or disadvantage in relation to the procurement. Suppliers may also be required to assist SMG to demonstrate that no Conflicts of Interest exist in accordance with section 83(4) PA23.
  6. Where a Conflict of Interest puts a Supplier at an unfair advantage in relation to the procurement and either the advantage cannot be avoided or the Supplier will not take steps that SMG considers are necessary in order to ensure it is not put at an unfair advantage, SMG will exclude the Supplier from the procurement in accordance with section 82(4) PA23.

## No Inducement or Incentive

* 1. The ITT is issued on the basis that nothing contained in it will constitute an inducement or incentive nor will have in any other way persuaded a Supplier to submit a Tender or enter into the Agreement or any other contractual agreement.
  2. No information provided to Suppliers or any third party as part of this procurement process should be relied upon as the basis for an investment decision.

## Acceptance and Admission to the Agreement

* 1. The Supplier, in submitting the Tender, undertakes that in the event of the Tender being accepted by SMG and SMG confirming in writing such acceptance to the Supplier, the Supplier will within 30 days of being called upon to do so by SMG execute the Agreement and any other document specified in the form set out in the associated tender documents or in such amended form as may subsequently be agreed. Failure to do so may result in SMG withdrawing the award decision and proceeding to accept the next highest ranked Tender Response.
  2. SMG is under no obligation to accept the lowest or any Tender.

## Amendments to Tender Documents

* 1. At any time prior to the deadline for the receipt of Tenders, SMG may modify the ITT or any other associated tender document by amendment, without liability. Any such amendment will be numbered and dated and issued by SMG to all prospective Suppliers (that have not been excluded or disqualified in an earlier stage of the procurement process). In order to give prospective Suppliers reasonable time in which to take the amendment into account in preparing their Tenders, SMG may, at its discretion, extend the deadline for receipt of Tenders. All information will be published on the Procurement Portal.

## Right to Reject/Disqualify

* 1. In addition to SMG’s other rights in PA23, the associated tender documents and/or statements issued as part of the procurement, SMG reserves the right to disqualify a Supplier from the procurement where:
     1. the Supplier fails to comply fully with the requirements of this ITT and/or the Conditions of Procurement;
     2. the Supplier is guilty of misrepresentation in relation to its Tender, expression of interest and/or the procurement process;
     3. the Supplier does not satisfy or no longer satisfies the Conditions of Participation;
     4. there is a change in identity, control, financial standing, exclusion ground information or other factor impacting on the selection and/or evaluation process affecting the Supplier;
     5. the Supplier is not a United Kingdom supplier or Treaty State Supplier (as defined in section 89 PA23) and/or intends to sub-contract the performance of all or part of the Agreement to a supplier that is not a United Kingdom supplier or Treaty State Supplier;
     6. the Supplier is an Excluded or Excludable Supplier for the purposes of PA23;
     7. a Conflict of Interest is identified that cannot or is not remedied;
     8. except where permitted by the associated tender documents, submits a Tender Response that is qualified in any way;
     9. the Tender Response fails to meet SMG’s minimum requirements or pass any pass/fail question;
     10. SMG considers that the Supplier’s bid cost is abnormally low and the Supplier does not demonstrate to SMG that it will be able to perform the contract for the price offered;
     11. the Supplier’s total bid cost is in excess of the total budget amount indicated in the Specification.

## Right to Cancel, Clarify or Vary the Process

* 1. SMG reserves the right, without liability on its part, to:
     1. amend the terms of the procurement,
     2. make whatever changes it sees fit to the procurement structure, timetable and/or content of the procurement process for any reason;
     3. cancel, amend, suspend or abandon this procurement or any part of it at any time;
     4. re-invite Tenders on the same or any alternative basis;
     5. require the Supplier to clarify its Tender in writing and/or provide additional information (failure to respond adequately and within the timescales set by SMG may result in the Supplier being disqualified); and/or
     6. choose not to award any Agreement as a result of the current procurement process.

## Notification of Award

* 1. SMG will inform all Suppliers of its award decision by publication of a Contract Award Notice which will commence the mandatory standstill period under section 51 PA23.

## Debriefing

* 1. Suppliers who submit a Tender and are not disqualified during assessment will be provided with an Assessment Summary containing debrief information. A standstill period will be observed, providing Suppliers time to review this information.

## Procurement Regime

* 1. Suppliers are deemed to be familiar with all applicable procurement legislation including PA23 and the Procurement Regulations 2024. SMG will have no liability to any Supplier or any third party due to any failure to understand the relevant statutory provisions, process or timescales.

## Statement of Compliance

* 1. A Statement of Compliance can be found in the Tender Response Document. This will be used by SMG to check the completeness of all Tender Responses. Suppliers must ensure a response is provided for each item listed on the Statement of Compliance. Failure to do so may result in the Supplier being disqualified from the procurement process.

# Appendix 1 – Terms and Conditions

Please refer to the Appendix 1- PSA attached in this tender pack.