



Invitation to Tender (ITT)

Contractor: Museum Exhibition Design and Build Services

Sir Donald Gosling Victory Gallery Redevelopment:

'HMS Victory: the Nation's Flagship'

PART 1: ITT

First Issued: 23rd July 2019



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Part 10 – Example Terms and Conditions of Contract

Part 11 - Supporting Information.

- o NMRN Master Narrative
- o Key artefact listing – items will be available to view on a site visit
- o Val Billing, 'Panorama of the Battle of Trafalgar', 1999
- o Conservation Management Plan: HMS Victory
- o Conservation Programme Plan: HMS Victory
- o Script for existing audio tour of HMS Victory

Distribution Sheet

INVITATION TO TENDER FOR EXHIBITION DESIGN AND BUILD SERVICES: 'HMS VICTORY: THE NATION'S FLAGSHIP'

PART 1 - ITT

For

NATIONAL MUSEUM OF THE ROYAL NAVY

DISTRIBUTION			
Date:	Issued to:	Name:	No:
23/07/2019	Tenderers		1 (Final)

SUBJECT	DETAILS
Contract Description	The National Museum of the Royal Navy (NMRN) wishes to appoint an experienced contractor to work with the Museum's team to design and build 'HMS Victory: the Nation's Flagship' an exciting new permanent exhibition telling the amazing story of HMS Victory's long service and survival within the Sir Donald Gosling Victory Gallery. (For Specification on the Scope of Work and Deliverables see Part 2 and the accompanying Exhibition Brief ("The Brief") at Part 3.
Programme	To be completed by 31 March 2020.
NMRN Contact during tender period	Clarifications and enquiries during the tender process can be sent to rachel.quick@nmrn.org.uk <u>Please note that this email address is different to the submission email.</u>
Date of Tender Return	Monday 02 September 2019 - 12 noon Tenders must be submitted to tenders@nmrn.org.uk
Content for Submission	Content requirements for tender returns are listed at Section 5 of this ITT.
Last date for Clarifications	Thursday 22 August – 12 noon

Part 1 – Notice and Conditions of Tender and Tender Forms

1.0 INVITATION TO TENDER, CONDITIONS OF TENDER AND TENDER FORMS

Basis of Invitation. You are invited to submit a Tender, in accordance with the following Conditions, for the execution of the works detailed in this Tender document.

Introduction. The next decade is a key period in the 260 year long story of HMS Victory and her survival. Over the next 12 years the HMS Victory Preservation Company (HMSVPCo) are grant funding a £35 million programme of conservation work to ensure the long-term preservation of the ship. In the eight years to April 2020, the Preservation Company will have funded stabilisation work to the value of £13million. At present, work is underway to resupport Victory, and by early 2020 the old system of cradles within No. 2 Dock, which have supported the ship since 1922, will have been replaced by a new system of 134 individual props. We are planning by April 2020 to have created a new extension to the visitor route for the ship which will take visitors from the Hold, into No. 2 Dock and along a steel walkway under Victory's giant hull. This work will become yet more visible as the detailed restoration work begins to the ship itself. Throughout the period the NMRN wishes to share this developing story with our visitors and connect it to a re-telling of the long story of Victory's construction, service and conservation.

The Museum therefore now wishes to use the opportunity to transform and co-ordinate our telling of this story. The story of Victory currently lacks coherence; the interpretation within the Victory Gallery predates the re-interpretation on board HMS Victory and many key artefacts and stories have been added to the Museum's collections since 1999. Many of the themes now told dramatically in context on the ship – the story of Victory's officers and men, the functioning of the ship as a complex fighting machine, the life and death of Nelson – are echoed less effectively within the Gallery. HMS Victory herself is curiously absent from the 'Victory Gallery' and visitors do not gain an understanding of the ship's international significance or status as an enduring icon. Much space is given over to the 'Trafalgar Experience', once an exciting part of a visit but now badly aged and expensive to maintain.

The Museum wishes therefore to focus principally on transforming visitors' experience within the 'Sir Donald Gosling Victory Gallery' (see exhibition brief). Our current plan is to replace the 'Trafalgar Experience' (see details within 'Creative Response') and re-display the Ground Floor and parts of the First Floor (a total of approximately 620m² - see plans)

drawing on key iconic artefacts and resources – many of which are not currently on display (see shortlist of artefacts). As part of the project we also wish to address:

- The frontage and exterior of the Victory Gallery
- Graphic interpretation around and within No.2 Dock
- Changes to audio tour to accommodate route into No.2 Dock

The vision for this project is that it will:

‘Engage and inspire greater numbers of visitors with the story of HMS Victory’s construction, commission and conservation’

This will have been achieved if we can measure:

1. There are an increased number of visitors to the Victory Gallery
2. The percentage of visitors to HMS Victory that also visit the Victory Gallery increases
3. Visitor satisfaction is 90% or above
4. Visitors have an increased awareness of the story of Victory from its construction in 1759 to its conservation today.
5. Visitors understand that Victory is a living artefact and that her conservation will continue into the future.

Our key audiences are:

- Family visitors with children
- Older people visiting off peak
- Local people

Funding of up to £1.1m has been secured from the HMS Victory Preservation Company. We want to act fast and have these changes ready for our visitors by the end of March 2020 so the Museum now wishes to appoint a museum designer to design and build this exhibition.

This ITT covers the exhibition design and build. The purpose and scope of this ITT and its supporting documents is to explain in further detail the requirements of the NMRN and the procurement process for submitting a tender proposal.

1.1 Instructions for Tenderers

On receipt of this Tender **please:**

- Confirm receipt of this document
- Confirm you are willing to Tender by Email to Rachel Quick, NMRN Project Support Manager, at Rachel.Quick@nmrn.org.uk

- Review the documents you have received against Section 1.2 of this document. Should you not have received any of the documents, or drawings listed please contact Rachel Quick, NMRN Project Support Manager, at Rachel.Quick@nmrn.org.uk or telephone: 02392 891 370 Ext: 2099

1.2 Composition of Tender Documents

The following list of documents, drawings and schedules make up the Tender Documents for the services sought. These documents, drawings and schedules are provided in an electronic format, sections of this document comprise:

- **Part 1** – ITT
- **Part 2** – Schedule of Works
- **Part 3** – Exhibition Brief
- **Part 4** – Creative Brief
- **Part 5** – Floor Plans
- **Part 6** – Programme
- **Part 7** – Tender Questionnaire
- **Part 8** – Pricing Document
- **Part 9** – Tender Conditions & Contractual Requirements
- **Part 10** – Example Terms and Conditions of Contract
- **Part 11** - Supporting Information.
 - o NMRN Master Narrative
 - o Key artefact listing – items will be available to view on a site visit
 - o Val Billing, 'Panorama of the Battle of Trafalgar', 1999
 - o Conservation Management Plan: HMS Victory
 - o Conservation Programme Plan: HMS Victory
 - o Script for existing audio tour of HMS Victory

1.3 Submission of Tenders

The documents that must be submitted to form your tender response are listed at Section 5.

An electronic version of the Tender must be emailed to Tenders@NMRN.org.uk by **12:00 on 2nd September 2019**. **Please note that this email address is different to that for submitting Tender Queries**

The Form of Tender contained at the end of this section of the document must be completed using black ink and indelibly signed and dated by the Tenderer, giving the Tender Sum in both words and figures. The Form of Tender will represent the Tenderer's Compliant Tender.

The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses will be rejected by the NMRN.
- Please ensure that information provided as part of your response is of sufficient quality and detail that an informed assessment of it can be made by the NMRN.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the NMRN).
- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant NMRN requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as ‘or equivalent’ – you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of an NMRN requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

1.4 Tender Queries & Clarifications

All clarification requests should be submitted to rachel.quick@nmrn.org.uk by the Clarification Deadline: **12:00 on 22nd August 2019**. The NMRN is under no obligation to respond to clarification requests received after the Clarification Deadline.

Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

The NMRN reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the NMRN considers the contents of the request not to be confidential, it will inform you and you will have the opportunity

to withdraw the clarification query prior to the NMRN responding to all potential suppliers.

The NMRN may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the NMRN by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

1.5 Site Visit

Site visits will be available on the 5th, 6th and 7th of August. Tenderers are to contact Rachel Quick, NMRN Project Support Manager, at Rachel.Quick@nmrn.org.uk or telephone: 02392 891 370 Ext: 2099 in order to book a time to visit site on one of those days.

1.6 Additions, Alterations or Amendments

Should any additions, alterations or amendments be deemed necessary during the Tender period, these will be issued to the Tenderers by NMRN as an addendum and will be incorporated into the Appointment Contract. The Tenderer shall confirm that full account has been taken of any such amendments or addenda in their Tender.

1.7 Conflicts or Ambiguities

Any items of information that are conflicting or ambiguous should be brought to the attention of the Support Project Manager prior to submission of the Tender, and in any case before **22nd August 2019**. No claims for additional expense arising from any such ambiguity will be allowed unless such notification is received before the Tender is submitted.

1.8 Qualifications

Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the NMRN as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the NMRN as part of the pricing approach, the NMRN may reject the full tender response at this point.

1.9 Definitions

- The Employer – The National Museum of the Royal Navy, HM Naval Base (PP66), Portsmouth, Hampshire, PO1 3NH. Any reference to Client or Authority shall mean The Employer and vice versa throughout this document.
- Tenderer/s – means the potential provider/s, and their agents, Sub-Consultants or any subsidiaries.
- Tender Documents – means this document in its entirety together with referenced Appendices, addendums etc.

1.10 Confidentiality

Tenderers are required to sign and submit the Non Collusion Certificate enclosed with the Tender Documents and should note the following:

- They must not communicate any figures or other information indicating Tender prices to any third party before the time set for the return of Tenders. (The only exception to this requirement is for the obtaining of insurance quotations; such information is to be given in strict confidence).
- They must not obtain or try to obtain any information in connection with any other Tender before the time set for the return of Tenders.
- They must not make or discuss any arrangement with any third party regarding whether or not they should tender, or about their or any other party's Tender.

1.11 Property of the Employer

Any drawings, prints, patterns, specifications, samples or the like issued to Tenderers remain the property of the Employer.

These provisions apply equally to drawings, etc., property rights of which vest in a third party. Drawings etc. should be retained pending notification of the result of tendering, when those held by unsuccessful Tenderers should be returned to the Project Support Manager.

1.12 Period of Validity

Tenders must remain open for consideration (unless previously withdrawn) for not less than 3 months from the date fixed for the submission or lodgement of Tenders.

1.13 Disclaimer

These documents are made available on condition that they are only used in connection with this Tender competition being conducted by NMRN.

Whilst all reasonable measures have been taken to ensure that the information made available to interested parties has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. Neither NMRN nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty, express or implied, with respect to, such information contained in this document or on which such documents are based or with respect to any written or oral information made available to any interested recipient or its professional advisers, and any liability therefore is hereby disclaimed.

Each Tenderer to whom this Tender is made available must make its own independent assessment of the Project and all matters relevant to the Project after making such

investigation and taking such professional advice as it deems necessary to determine its interest in the Project.

This document is not intended to provide the basis of any investment decision and should not be considered as a recommendation by NMRN or its advisers to any recipient of this Tender.

Nothing within this document is, or should be relied on as, a promise or representation as to the future.

NMRN reserves the right, without prior notice and in their absolute discretion, to change or terminate the Tendering procedure for the Project at any time before appointment is made.

NMRN does not bind itself to accept the lowest or any Tender and may refuse to consider any Tender which is incomplete or qualified in any way.

Any expense incurred by prospective bidders in preparing responses or Tenders will not be reimbursed by NMRN.

No useful purpose will be served by enquiring the result of competitive tendering - tenderers will be notified as early as possible.

2.0 CONTENT OF TENDER SUBMISSIONS

Tenderers should include all the items listed in the Checklist of Tender Documents at Section 5 of this document, the following is provided as guidance.

2.1 Tender Questionnaire

The Tenderer is to complete the questionnaire contained within **Part 7**, part 4 of which includes the Creative Response.

2.2 Payment Schedule

The Tenderer is to complete the payment schedule in the Form of Tender for the Implementation Stages of this Project.

2.3 Schedule of Resources

The Tenderer is to complete the Schedule of Resources in the Form of Tender to identify the days that the member/s of the proposed team will spend working on the project.

2.4 Day Rates

The Tenderer is to complete the Day Rates Schedule in the Form of Tender.

2.5 Professional Indemnity Insurance

Tenderers must carry a minimum cover of £5,000,000. Confirmation of this cover is required.

Tenderers will be required to provide collateral warranties to NMRN and any other funders requiring these for professional services provided under this agreement.

2.6 Confirmation of Sufficiency of Scope of Services

Tenderers are to confirm that the services set out in this document cover all activities and services they consider will be required in order that this project can be properly and professionally completed within time, cost and quality parameters and to ensure the Employer's interests are fully protected throughout.

3.0 EVALUATION WEIGHTING AND CRITERIA

You will have your tender response evaluated as set out below:

Stage 1: Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tender responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions will be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.

Stage 2: If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the NMRN's requirements evaluated in accordance with the evaluation methodology set out below.

Stage 3: Following the Stage 2 desktop assessment, NMRN reserves the right to interview selected candidates only. Interviews will be used to clarify and validate information received in the tender submission and Stage 2 scores may be adjusted accordingly. Interviews will not be scored in their own right. Interviews will take place on 9 September 2019. The Employer reserves the right to select Tenderers for interview and therefore there is a possibility that not all Tenderers will be invited for interview.

Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantageous tender using the following criteria and weightings and will be assessed entirely on your response submitted:

Criteria	Weighting
Quality of Method & Approach	70%
Commercial/ Value for Money	30%

Scoring Model – Tender responses will be subject to an initial review at Stage 1 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 following scoring model:

Points	Interpretation
0	Very Poor (does not meet any of the requirement) or Very High/Extreme Risk The response is significantly below what would be expected because of one or all of the following: <ul style="list-style-type: none"> • The response indicates a significant lack of understanding • The response fails to meet the requirement
1	Poor (meets some of the requirement) or Above Average/High Risk The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following: <ul style="list-style-type: none"> • 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
4	Fair (meets most, but not all the requirement) or Average Risk The response meets most of the requirement, but there is at least one significant issue of concern or several smaller issues. These would require some further clarification or attention later in the procurement process and may arise through lack of demonstrated capability and/or appropriate evidence. The response therefore shows: <ul style="list-style-type: none"> • Basic understanding of the requirements • Sufficient competence demonstrated through relevant experience • Some areas of concern that require attention
7	Good (meets the requirement) or Low Risk The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there might be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: <ul style="list-style-type: none"> • Good understanding of the requirements • Sufficient competence demonstrated through relevant experience • Some insight demonstrated into the relevant issues.
9	Very Good (exceeds the requirement) or Very Low Risk The response exceeds what is expected for the criteria. Leave no doubt as to the capability and commitment to deliver what is required. The response therefore shows: <ul style="list-style-type: none"> • Very good understanding of the requirement • Considerable competence demonstrated through relevant experience • Considerable insight into the relevant issues The response is also likely to propose additional value in several respects above that expected

The Contract Award will be based on the most economically advantageous Tender in terms of the criteria stated below:

- Cost: overall fees mapped against proposed resources and total hours included in fee offer: weighting 30%

- Responses given to the Questionnaire at **Part 7 – Relevant Skills & Experience (20%), Quality of Method Statement (25%) and Creativity of Approach (25%): Total weighting 70%.**

Quality & Method of Approach Evaluation – The Quality & Method of Approach will be evaluated using the following criteria by the evaluation panel:

GENERAL COMPANY CAPABILITY & UNDERSTANDING

- a. A general company description or background. (Weighting Pass/Fail)
- b. Confirmation that the Tenderer is aware of the Project Brief for the relocation of RML 497 and other information that the Tenderer requires to quote for and perform the Work. (Weighting Pass/Fail)

RELEVANT SKILLS & EXPERIENCE Expertise and experience of the personnel proposed for the project – Weighting 20%

- a. An example of a similar project.
- b. An organisation plan providing an illustration that describes the relationships between those personnel responsible for assuring the technical quality of all the deliverables, including the suggested relationship between the Employer, Contractors and any key Stakeholders that are relevant to the work.
- c. The CVs for all the key personnel whom it is proposed shall perform the services. The Tenderer may choose the format for the CVs freely but each CV is expected to contain the name, current job title and details of the professional qualifications and experience in any relevant activities. As a minimum, the following CVs are required:

- Tenderer's Project Manager,
- Lead Designer
- Site Foreman
- Summary of how the Tenderer will ensure that all personnel are competent and trained for the roles that they will perform in this specific operation.

Quality of Method Statement – Weighting 25%

The response shall include the following:

- a. A detailed description of the methodology to be employed in the Work.
- b. Evidence that Risk has been considered in the planning of the work, in particular Risk in respect of schedule delays. The Tenderer shall submit specific Risk Assessments for the work AND provide a clear description of how Risk planning and management will continue throughout the work.
- c. A summary programme.

d. Clear evidence that Tenderers have an understanding of their obligations as Lead Designer and Lead Contractor, as defined in CDM 2015, and have an appropriate approach to the protection of Health, Safety and the Environment in the preparation of their tenders and throughout any subsequent operations delivered under the contract.

Creativity of Approach – Weighting 25%

The tenderer's response to the creative brief shall:

- a. Suggest a compelling narrative
- b. Suggest an exciting visual and an audio approach
- c. Outline use of different digital media
- d. Propose a visitor route in and through the experience
- e. Propose a length and capacity for the experience
- f. Propose whether or not to connect the experience to viewing W.L. Wyllie's painting, 'Panorama of the Battle of Trafalgar'
- g. Connect visitors to themes within the building.
- h. Connect visitors to (or sets them up for) interpretation of Victory they will see outside the Gallery

Commercial Evaluation – Your “Overall Price” for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the NMRN as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the NMRN as part of the pricing approach, the NMRN may reject the full tender response at this point. The NMRN may also reject any tender response where the Overall Price for the goods and/or services is considered by the NMRN to be abnormally low following the relevant processes set out under the EU procurement rules.

Tender responses will be assessed by applying the formula:

$$\frac{\text{Maximum Contract Value} \times \text{Commercial/Value for money weighting}}{\text{Score}} = \text{Price}$$

Overall Price of tender being evaluated

The maximum contract value for this contract is **£1.1million**

Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

4.0 TIMETABLE FOR PROFESSIONAL SERVICES APPOINTMENTS

The anticipated timetable for the appointment of the professional team is as follows:

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	23 July 2019
Deadline for clarification questions (Clarification Deadline)	22 August – 12 noon
Site Visit Days	5, 6, 7 August 2019
Deadline for submission of ITT responses by potential suppliers (Tender Response Deadline)	2 September – 12 noon
Interviews and Presentations	9 September 2019
Award decision standstill letters issued	10 September 2019
Anticipated Contract Award	20 September 2019
Contract start date	23 September 2019 onwards

5.0 CHECK LIST OF TENDER DOCUMENTS

Please complete the following checklist and submit it with your Tender to ensure that all of the required information is included in your submission.

1. Completed Tender Checklist (this page)
2. Completed Form of Tender including the Fee Instalment / Payment Schedule, Schedule of Resources and Day Rates Schedule.
3. Completed Non Collusion Certificate
4. Completed Schedule of Sub Consultants.
5. Completed Tender Questionnaire at **Part 7** (including Creative Response).
6. Confirmation of PII (£5,000,000).
7. Confirmation of sufficiency of Scope of Services.

SIGNED by:

Tenderer's Signature(s): _____

Print Name(s) in full: _____

Date: _____

Tenderer Name: _____

Professional Service: _____

6.0 FORM OF TENDER

- To:** The National Museum of the Royal Navy
HM Naval Base (PP66)
Portsmouth
Hampshire
PO1 3NH
- Works:** Museum Exhibition Design and Build Services as described in Parts 1 - 6
- Site:** The National Museum of the Royal Navy, HM Naval Base (PP66), Portsmouth, Hampshire, PO1 3NH.

Dear Sirs,

We agree that:

1. This Tender is exclusive of Value Added Tax and shall remain open for acceptance for a period of 3 (three) months following the date for submission or lodgement of Tenders, as stated in the Tender Documents, and it remains binding on us and may be accepted at any time before the expiration of that period.
2. Unless a formal Agreement is prepared and executed, this Tender together with the Employer's written acceptance thereof shall constitute a binding Contract between the parties thereto.
3. We have examined the applicable Schedule of Works and conditions relevant to our service as identified in the Tender Documents.
4. We enclose all documents/drawings/schedules as listed in the Tender Checklist, which shall be deemed to form part of our Tender.
5. We have obeyed the rules about confidentiality of Tenders and will continue to do so as long as they apply.
6. Should errors in pricing or errors in arithmetic be discovered in any of the priced schedule/s submitted by us during consideration of this offer, we will, in addition to the chance to confirm the offer as Tendered despite the errors, be afforded the opportunity of correcting it with appropriate explanations.
7. Subject to and in accordance with paragraphs 3 to 4 above and the terms and conditions contained or referred to in the documents listed in paragraphs 1 and 2, we offer to execute the Works referred to in the said documents in consideration of payment by the Employer of the sum shown on the Fee Instalments / Payment Schedule and in our accompanying Tender Price Form, which shall be deemed to form part of our Tender, plus reimbursement by the Employer of Value Added Tax.
8. We undertake, within 21 days of being so required by the Employer, to enter into a Contract Agreement with the Employer in duplicate (as a Deed) in the form identified in the Tender documents.

9. We agree that differences or questions arising out of or relating to the Contract shall be resolved in accordance with Conditions relating to 'Suspension or Termination'.

COMPLIANT TENDER

£.....
.....

(amount in figures)

.....
.....

.....
.....

(amount in writing)

Signed for and behalf of: _____

Signed: _____

Name: _____

Date: _____

Duly authorised to sign tenders on behalf of tenderer.

7.0 DECLARATION THAT TENDER IS A BONA FIDE COMPETITIVE TENDER / NON COLLUSION CERTIFICATE

To: The National Museum of the Royal Navy
HM Naval Base (PP66)
Portsmouth
Hampshire
PO1 3NH

Works: Museum Exhibition Design and Build Services as described in Parts 1 - 6

Site: The National Museum of the Royal Navy, HM Naval Base (PP66), Portsmouth, Hampshire, PO1 3NH.

The essence of selective Tendering is that the Employer shall receive bona fide competitive Tenders from all those Tendering. In recognition of this principle, we certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

- a. Communicating to a person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
- b. Entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted;
- c. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done on causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.

In this certificate, the word "person" includes any persons and anybody or association, corporate or unincorporated' and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

SIGNED by:

Tenderer's Signature(s): _____

Print Name(s) in full: _____

Date: _____

For and on behalf of: _____

8.0 SCHEDULE OF SUB-CONTRACTORS

The Tenderer shall state below the name and addresses of any firms to whom he proposes to sub-let work.

Service	Sub-Contractor Details	Approximate Value

SIGNED by:

Tenderer's Signature(s): _____

Print Name(s) in full: _____

Date: _____

For and on behalf of: _____

9.0 FEE INSTALMENTS / PAYMENT SCHEDULE

Tenderer Name: _____

Professional Service: _____

Please confirm fee payment due at the completion of the following project stages. Tenderers may wish to propose a payment schedule that includes intermediate stage invoices. This will be acceptable to NMRN as long as those invoices are set against clearly identified deliverables:

	Stage and Lump Sum Fee	Cost (£) (Lump Sum)
1	Stage 1 – RIBA Stage 1- 2	
1.1	Preparation, Brief and Concept	
	<i>First Stage Invoice</i>	£
2	Stage 2 – RIBA Stage 3	
2.1	Detailed Design	
	<i>Second Stage Invoice</i>	£
3	Stage 3 – RIBA Stage 4	
3.1	<i>Technical Design</i>	
	<i>Third Stage Invoice</i>	£
4	Stage 4 – RIBA Stage 5	
4.2	Construction	
	<i>Fourth Stage Invoice</i>	£
5	Stage 5 – RIBA Stage 6	
5.2	Handover & Completion	
	<i>Final invoice</i>	£
TOTAL (EXC. VAT)		£

The Tenderer is to allow a period of 30 days between the Employer's receipt of the invoice and receiving payment.

9.1 Day Rates

Please confirm day rates for the following project personnel:

Staff Member	Hourly Rate (£)	Daily Rate (£)	Travel (per day or per visit) (£)	Accommodation (per night) (£)	Subsistence (per day) (£)
Lead					
Project Team Member 1					
Project Team Member 2					

Project	Team					
Member 3						
etc						

The above day rates will be utilised to negotiate any additional works that may be required if deemed to be beyond the reasonable scope of the works specified.

All day rates are to be based on a 7.5 hour day.

The fee offer is to include all expenses and disbursements (including printing charges). The percentage allowed for expenses within the fee offer above is _____ %

SIGNED by:

Tenderer's Signature(s): _____

Print Name(s) in full: _____

Date: _____

For and on behalf of: _____