

# Invitation to Tender

# Film and Sound, Newark Castle Gatehouse Project

**Issue Date: 18/09/2025**

**Closing Date: 31/10/2025**

****

**Newark & Sherwood District Council**

**Castle House**

**Great North Road**

**Newark**

**Nottinghamshire**

**NG24 1BY**

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**SECTION 1 –INFORMATION FOR CONTRACTORS**

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| **1.** | **INTRODUCTION** |
|  | We are looking to bring onboard a creative partner to develop and procure film and sound for Newark Castle and Gardens. The supplier is invited to tender for these elements as described below, funded by the National Lottery Heritage FundNewark Castle is a Medieval castle built 900 years ago by Bishop Alexander ‘the Magnificent’ of Lincoln. Today, its ruins lie within a public garden alongside the River Trent, forming a central feature of Newark town. The Castle Gatehouse Project is transforming the visitor experience, including reinstating some of the rooms within the castle. Nissen Richards Studio have been appointed to provide interpretative design within the castle rooms and across the grounds. The visitor experience is split into two sections: the Free Experiences across the gardens and within the ground floor castle rooms, and the Ticketed experience inside the castle rooms. **Newark Castle and Gardens*****Free Experiences***A variety of interpretation methods will be used across the Gardens and other free spaces (the free experiences in the Northwest Tower Lower Level and Gatehouse), to convey ideas, create atmosphere and allow people to engage actively with the castle and the surrounding gardens. The interpretation will provide an overview and broader history of Newark Castle and introduce Bishop Alexander’s 12th century castle as the starting point. **The Castle Story*****Ticketed experiences***A collection of the castle’s interior spaces will offer a new visitor experience, where the story of the medieval stone castle built by Alexander Bishop of Lincoln in the 12th century comes to the forefront. This new offer gives unique new access to castle rooms and some higher levels of the castle, and provides experiences that immerse visitors in the history of the castle through its ruined rooms.The heritage rooms are treated as artefacts, not simply rooms holding exhibitions. We spark and support visitors’ imagination through fragments that evoke a sense of the castle in its medieval heyday, but without trying to fully recreate the castle exactly as it was.  |
| **2.** | **BACKGROUND** |
|  | Newark Castle sits prominently at the gateway to the town of Newark, beside the river Trent; it creates a distinctive skyline that is known and cherished by locals and tourists alike as well as being a much needed and valued green space in the town centre. Newark Castle, the only surviving medieval castle in Nottinghamshire, has a historical prominence in British history. Built in 1133, replacing an earlier castle of 1073, it is notable as the death place of King John in 1216 and as a key Royalist stronghold in the British Civil Wars. The Castle was remodelled several times over the following centuries but was destroyed after the British Civil Wars.The castle grounds have been central to social and economic life in Newark for centuries, having contained stables, tenements, a blacksmith's shop, cattle market, bowling green, public baths and Newark’s first library. It was the first ruin in Britain to be restored at public expense in 1845-48. Its gardens were designed by Henry Ernest Milner to celebrate Queen Victoria’s Jubilee to be 'a constant source of health and pleasure, an attractive resort for the inhabitants'. The castle and gardens are designated a Scheduled Monument, the remaining castle structure is listed Grade I and Castle Gardens are listed as a Grade II Park and garden. |
| **3.** | **REQUIREMENTS** |

|  |  |
| --- | --- |
|  | The supplier is required to:- create a complete turnkey production - manage any assets sourcing and rights negotiations - manage any actors and interviewees, in collaboration with Newark & Sherwood District Council - work closely with the Newark & Sherwood District Council and Nissen Richards Studio to develop content and design - produce any new footage at a suitable resolution and quality for the exhibition - work closely with the AV hardware contractor. Produce the final films in a standard format suitable for specified equipment - include subtitles where relevant - use the brief as a starting point. The chosen AV designer will then be asked to work closely with the team to develop the ideas into the final version**See Appendix A for a full specification.** |
| **4.** | **INDICATIVE PROCUREMENT TIMETABLE** |
|  |  |
| 4.1 | The procurement is intended to follow the time-line below: |
|  |  |
|  |

|  |  |
| --- | --- |
| Stage/Activity | Target Date |
| 1 | Tender Issue date | 18/09/2025 |
| 2 | Deadline for Questions about the requirement | 10/10/2025 |
| 3 | Closing date for return of tenders | 31/10/2025 |
| 4 | Evaluation | 03-14/11/2025 |
| 5 | Notification of Contract Award | 17/11/2025 |
| 6 | Contract Start | 01/12/2025 |
| 7 | Completion of Works | Sept 2026 |

 |
|  |  |
| 4.2 | Please note the Authority reserves the right to amend this timetable and steps 5 to 7 are provided for indicative purposes only. |
|  |  |
|  |  |
| **5.** | **OVERVIEW OF THE PROCESS** |
|  |  |
| 5.1 | An initial examination will be made to establish the completeness of submitted tenders. |
| 5.2 | The evaluation of submissions will be based upon two stages:1. An assessment of responses to the Prequalification Questionnaire: Section 3 (**Selection criteria**)
2. Followed by an evaluation of Contractor Responses: Section 5 and the Form of Tender: Section 6 (**Award criteria**).

Only those submissions that pass the Selection criteria will be evaluated against the Award Criteria. Those deemed not to meet the Selection criteria will not be considered further. |
| 5.3 | Throughout the evaluation process, the Authority reserves the right to seek clarifications from Suppliers where this is considered necessary to achieve a complete understanding of the bids received. In any event, should the evaluation panel, in its reasonable judgement, identify a fundamental failing or weakness in any tender, then that tender may, regardless of its other merits, be excluded from further consideration.Whilst it is unlikely that any organisation which fails on any of the Selection criteria will proceed to the next round of evaluation, the Authority reserves the right to seek explanation from an organisation as to the incomplete nature of its submission and ask for clarification and/or submission of additional or missing information where there is a mitigating explanation as to the omission, such as mistake or issues beyond the control of the organisation. This does not create a legal obligation for the Authority to make such a request and each case will be considered on its own merits and with regard to the risks and implications involved should the Authority decide to proceed. |
| 5.4 | The Supplier must provide details of at least three referees where the Supplier has provided a similar service within the last five years. The Authority reserves the right to contact these referees.  |
| **6.** | **SELECTION CRITERIA** |
| 6.1 | The Selection criteria will be evaluated in line with the assessment method outlined below.  |
| 6.2 | Selection questions are of a ‘pass / fail’ nature and are essentially the minimum standards which the Authority requires the awarded organisation to meet or exceed. The Authority reserves the right to disqualify any organisation which receives a fail from the process at this point in the evaluation.  |
|  |

| **Selection Criteria** | **Assessment** |
| --- | --- |
| **Completion of Tender Documents** | Suppliers must submit a fully complete tender. This includes:Section 3: Prequalification Questionnaire Section 5: Supplier ResponsesSection 6: Form of TenderSection 7: Collusive Tendering DeclarationSection 8: Declaration & Canvassing CertificateSection 9: FOI Exclusion Schedule Section 10: Contractor’s Equalities DeclarationSection 11: Payment DetailsA tender that is incomplete or without the appropriate signatures will fail. | Pass / Fail |
| **Questionnaire** **Table 1****C1-Q1 to Q9** | Suppliers must submit full company details. Any supplier who does not meet this minimum standard will fail. | Pass / Fail |
| **Questionnaire** **Table 2****C2-Q1** | A bidding organisation will be deemed to pass a financial viability test to perform the contract providing that it can demonstrate ONE of the below checks:(1) The Authority will undertake an external credit check on the organisation to establish its financial stability. Where the independently assessed maximum recommended contract value exceeds the contract value the organisation will pass. In the absence of a maximum recommended contract value any organisation rated as “Average risk” or below “Average risk” will pass. Or(2) Any organisation rated as “Above Average Risk” from the external credit check and therefore giving rise to concerns regarding their financial stability will have to pass the below financial test, covering the last two financial periods on their balance sheet:1. Return on capital employed of 5% or more
2. Liquidity ratio 1:1 or above.

Solvency test - a positive net asset position | Pass / Fail |
| **Questionnaire** **Table 2****C2-Q2** | Organisations must have the minimum levels of insurance which are as follows:* £10m Public Liability Insurance
* £10m Employer’s Liability Insurance

or be willing to increase their current insurance levels to the above levels if they are successful.Any bidder who does not meet the minimum insurance levels and is not willing to increase their insurance policies if awarded the contract will fail. | Pass/Fail |
| **Questionnaire** **Table 3****C3-QP1 to QP4** | Suppliers must answer all questions contained within this section.Any bidder who has been convicted of any of the offences listed in this Section will fail. | Pass/Fail |

 |
|  |  |
| 6.4 | The Authority may validate the information contained in your response at any stage throughout the procurement process. Where any such statements are found to be inaccurate, the Authority reserves the right to remove such organisations from the competition. |
| 6.5 | Failure to provide the required information and documentation requested will result in automatic disqualification from this tender.  |
| 6.6 | If the situation arises where no suppliers meet the minimum requirements, the Authority reserves the right to cancel or restart the Tender process. The Authority is not liable for any costs resulting from cancellation of this process or for any costs incurred by organisations by taking part in the tender process. |
| 7. | **AWARD CRITERIA** |
| 7.1 | If a Tender meets the minimum requirements of the Selection Criteria as detailed above, it will then be evaluated using the Supplier Responses (Section 5) and the Form of Tender (Section 6). |
| 7.2 | The Authority will accept the Tender which is the most economically advantageous, i.e. a balance between cost and quality. |
| 7.3 | The Award Criteria will be scored out of 100%, with bids evaluated on the following basis:  **Price: 20%****Quality: 80 %** |
| 7.4 | Price will be evaluated using the following methodology: The maximum price score will be awarded to the lowest submitted bid. All other bids will be scored using the formula: Bid’s score = 100 x (lowest total cost ÷ bid cost)Example: Three bids are received. The total cost for each is:Bid A: £600,000 Bid B: £550,000 Bid C: £575,000The cost score for each bid is:

|  |  |
| --- | --- |
| Bid A = 100 x £550,000 / £600,000 = | 91.7 |
| Bid B = 100 x £550,000 / £550,000 = | 100.0 |
| Bid C = 100 x £550,000 / £575,000 = | 95.7 |

*Please note the figures used in the above table are purely for example purposes only and are not a reflection of anticipated tender prices.* |
| 7.5 | Quality Evaluation |
|  | Suppliers will be scored on their responses to questions in Section 5. Each question will be scored a maximum of FOUR points and weighted in line with the evaluation percentages outlined in the table below. **A score of 0 (unacceptable) or 1 (poor) for any of the criteria is likely to mean rejection of the bid.** |
|  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **0** | **1** | **2** | **3** | **4** |
| **Unacceptable** | **Poor** | **Acceptable** | **Good** | **Excellent** |
| **No response to the question or serious deficiencies in meeting the required standards.**  | Response is partially compliant with some shortfalls in meeting the required standards. | Response is compliant and meets the basic contract standards. Any concerns are only of a minor nature. | Response is fully compliant, demonstrates a clear under-standing of the contract and an ability to consistently deliver all the required contract standards. | Response is fully compliant and indicates the ability to exceed the required standards of the contract.  |
| Evaluation criteria |  | Unacceptable | Poor | Acceptable | Good | Excellent | Score |
|  | Weight | 0 | 1 | 2 | 3 | 4 |  |
|  | 25 |  |  |  | **✓** |  | 75 |
|  | 40 |  |  | **✓** |  |  | 80 |
|  | 10 |  |  |  | **✓** |  | 30 |
|  | 20 |  |  |  |  | **✓** | 80 |
| 1. Social Value
 | 5 |  |  | **✓** |  |  | 10 |
| **Total Score** | **275** |

*For example, in the table above, “Proposed Systems & Working Methods” is judged to be “Acceptable” and scores 40 x 2 = 80.* |
| 7.6 | Adjustment of quality scoring |
|  | Since the lowest cost bid will be awarded maximum marks for cost and it is unlikely that any tender will be awarded maximum marks for quality, the agreed ratio between price and quality scores would be altered. The Evaluation Panel will ensure that this ratio is maintained by uplifting all quality scores by an amount necessary to bring the highest quality score to 100. This has the effect of maintaining both the ratio and the differential between the bidders. This is done by multiplying each quality score by 100 and dividing by the best score. For example, if the three bidders’ quality scores are:Bidder A: 260 Bidder B: 200 Bidder C: 280Then multiplying each by 100 and dividing by 280 (the best score) produces the following adjusted scores:

|  |  |
| --- | --- |
| Bidder A 100 x 260/280 = | 92.9 |
| Bidder B 100 x 200/280 = | 71.4 |
| Bidder C 100 x 280/280 =  | 100.0 |

 |
|  |  |
| 7.7 | Combining the Cost & Quality scoresThe two scores (Cost and Quality) are then combined using the ratio 65:35 in favour of Cost. The table below shows how the cost and quality scores will be recorded, adjusted and combined.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Bid** | **Quality score** | **Adjusted quality score** | **Cost** | **Cost score** | **35% x quality** | **65% x cost** | **Total score** |
| A | 260 | 92.9 | £600,000 | 91.7 | 32.52 | 59.61 | 92.13 |
| B | 200 | 71.4 | £550,000 | 100.0 | 24.99 | 65.00 | 89.99 |
| C | 280 | 100.0 | £575,000 | 95.7 | 35.00 | 62.21 | 97.21 |

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##

**SECTION 2 – INSTRUCTIONS TO CONTRACTORS & CONDITIONS OF TENDER**

**1 GENERAL INSTRUCTIONS**

1.1 Tenders must be submitted in accordance with the following instructions and conditions. Any Contractors that do not comply with these instructions or conditions may have their Tender rejected.

1.2 The Authority reserves the right to disqualify any submission which is incomplete or not in accordance with paragraph 1.1 above.

1.3 Prospective Contractors should be aware that canvassing (i.e. seeking the support of influential persons within the purchasing organisation) will lead to disqualification.

1.4 The information that Contractors give in response to the Tender forms part of the legal representations of the Contractor’s organisation during the procurement process. Any findings of misrepresentation may result in any subsequent contract being terminated.

1.5 The Contractor’s written response to any information required by the Authority will be taken into account in the evaluation of competing Tenders and if approved will be binding but will not detract from the Specification nor Conditions of Contract.

1.6 Contractors should note that wherever reference is made to any external assessment body or external accreditation standard, such reference shall be deemed to include reference to any equivalent body or standard established in other member states of the European Union.

1.7 Contractors are advised that any contract(s) resulting from this procurement exercise will be subject to conditions which require the Contractor, as an employer, to comply with all statutory obligations to staff (and to applicants for employment) under all equality and non-discrimination laws (and amendments thereto) and with any statutory instruments, orders, guidance and codes of practice made thereunder.

1.8 The Authority does not bind itself to accept any offer resulting from the Tender and reserves the right not to award any contract under this procurement process.

 **Freedom of Information**

1.9 The Contractor acknowledges that the Authority is obliged under the Freedom of Information Act (FOIA) to disclose information to third parties subject to certain exemptions. This includes the information given in relation to this Tender process. The Contractor therefore accepts and acknowledges that the decision to disclose information and the application of any exemptions will be at the Authority’s sole discretion. The Authority will act reasonably and proportionately in exercising its obligations under the FOIA as to whether any exemptions under section 43 of the FOIA may be applied to protect the Contractor’s legitimate commercial and trade secrets.

1.10 Contractors should state at Section 10 if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Contractors should state why they consider the information to be confidential or commercially sensitive and for how long.

1.11 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

**Information, Costs and Expenses**

1.12 The Contractor is responsible for obtaining all information necessary for the preparation of its submission and all costs, expenses and liabilities incurred by the Contractor in connection with the preparation and submission of the tender will be borne by the Contractor.

1.13 Contractors should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Contractors will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.

1.14 If a Contractor fails to provide fully for the requirements of the Specification in the Tender it must either:

(i) Absorb the costs of meeting the full requirements of the Specification within its quoted price; or

1. Withdraw its Tender.

 **Research and Investigation**

1.15 The Contractor will be deemed for all purposes connected with the Tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.

1.16 The Contractor shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) neither the Authority shall make any payments to the Contractor save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Authority to the Contractor in respect of the scope of the Contract being different from that envisaged by the Contractor or otherwise.

**2 COMPLETING THE FORMS**

2.1 **Failure to complete the forms as instructed may result in your submission being rejected.**

2.2 **Tenders must be submitted on this Tender Document** which must be duly completed and signed where appropriate. Refer to Section 12 for a checklist of the sections you are required to complete and submit as part of your tender.

2.3 When completing this document you may enlarge the answer boxes to ensure you have sufficient space to respond. **Please do not alter or amend the form in any other way**.

2.4 The Prequalification Questionnaire must be completed even if your organisation has previously worked with the Authority or submitted a Tender or Pre-Qualification Questionnaire to the Authority; cross-referencing to previous submissions will not be sufficient.

2.5 **Please answer every question as instructed to do so**. Do not assume that the officers evaluating the Questionnaire will know about your organisation or the work that you do, and answer the questions as fully as possible within any given constraints.

2.6 If the question does not apply to you please write N/A; if you don’t know the answer please write N/K. When posed with Yes / No questions please edit your answer as appropriate. All figures should be in full, i.e. £3,500,000 not £3.5 million and in GBP.

2.7 Unless instructed otherwise, **please give details that specifically relate to your organisation and not to the whole of the group** where your organisation forms part of a group. Any information submitted in response to this document must relate to the applicant only, the applicant being the organisation that it is proposed will enter into a formal contract with the Authority if awarded the contract.

2.8 **Where a consortium or sub-contracting approach is proposed, all information requested should be given** in respect of the prospective main Contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-Contractors who will play a significant role in the delivery of the Services under any ensuing Contract. Responses must enable the Authority to assess the ability of the consortium or sub-Contractor to deliver the contract.

2.9 Where the prospective Contractor(s) is a special purpose vehicle or holding company, information should be provided of the extent to which it will call upon the resources and expertise of its members.

2.10 The Authority recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Contractors should therefore respond in light of arrangements currently envisaged. Please provide details of the proportion of any contract awarded under this Contract that the prospective partner proposes to subcontract.

 **Signatures**

2.11 Where required, the Tender Document must be signed in accordance with the options below:

(a) Where the Contractor is an individual, by that individual; OR

(b) Where the Contractor is a partnership, by two duly authorised partners; OR

(c) Where the Contractor is a limited company, by a director duly authorised for such purposes.

2.12 You may submit electronic or typed signatures. However, should you be successful, you will be required to resign all declarations that form part of the contract with an original signature.

**3 SUBMITTING TENDER RESPONSE**

3.1 The Contractor’s attention is specifically drawn to the date and time for receipt of tenders and **no submission after the closing date and time will be considered**.

3.2 Tenders must only be submitted by email to **sarah.clarke@newark-sherwooddc.gov.uk**

**4 ACCEPTANCE OF TENDER**

4.1 Any acceptance of a Tender by the Authority will be in writing and communicated to the Contractor.

4.2 The Authority will inform the Contractor of the acceptance of the offer by means of a formal letter accompanied by two copies of the contract document. The Contractor will be expected to sign and return the contract document to the Authority who will duly sign and complete the contract and return one copy to the Contractor.

5 **CONTRACTOR'S WARRANTIES**

5.1 The Contractor shall keep their respective Forms of Tender and Cost valid and open for acceptance by the Authority until the expiry of 90 days from the last date for the receipt of tenders.

**SECTION 3 – PREQUALIFICATION QUESTIONNAIRE**

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| --- |
| **Table 1 – Core Question Module C1: Supplier identity, key roles and contact information** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Q Ref** | **Nature of information**  | **Description of response expected, which will be taken into account in assessment** | **Response**  |
| **C1-Q1** | **Name of legal entity or sole-trader** | **Unique name of legal entity or****name of individual** |  |
| **C1-Q2**  | **Registered office Address** | **C1-Q2-1 Address line 1**(Property name/number) |  |
| **C1-Q2-2 Address line 2** |  |
| **C1-Q2-3 Address line 3** |  |
| **C1-Q2-4 Town** |  |
| **C1-Q2-5 County** |  |
| **C1-Q2-6 Postcode** |  |
| **Website address** | **C1-Q2-7 website** (if applicable) |  |
| **C1-Q3**  | **Contact Details for Enquiries**  | **C1-Q3-1 Title** (Mr, Mrs, Ms, etc.) |  |
| **C1-Q3-2 Forename** |  |
| **C1-Q3-3 Family name** |  |
| **C1-Q3-4 Job title** |  |
| **C1-Q3-5 e-mail** |  |
| **C1-Q3-6 Telephone number** |  |
| **C1-Q3-7 Fax number** |  |
| **C1-Q3-8 Address line 1**(Property name/number) |  |
| **C1-Q3-9 Address line 2** |  |
| **C1-Q3-10 Address line 3** |  |
| **C1-Q3-11 Town** |  |
| **C1-Q3-12 County** |  |
| **C1-Q3-13 Postcode** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **C1-Q4**  | **Registration number, if registered with Companies House or equivalent** | **C1-Q4-1 Registration number****with Companies House** |  |
| **C1-Q4-2 Registration number****with equivalent body** |  |
| **C1-Q5**  | **Charity registration number** |  |  |
| **C1-Q6**  | **VAT registration number** |  |  |
| **C1-Q7** | **Name of immediate parent company** |  |  |
| **C1-Q8**  | **Name of ultimate parent company** |  |  |
| **C1-Q9**  | **Type of organization** | *e.g. PLC; limited company; LLP; other partnership; sole trader;**other (please specify)* |  |

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| --- |
| **Table 2 – Core Question Module C2: Financial information** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Q Ref**  | **Information required** | **Description of information expected, which will be taken into account in assessment**  | **Tick as****applicable** | **Supplier’s unique reference to relevant supporting information**  |
| **C2-Q1**  | **Insurance statement and certificates** | **Please enter the requested****information in the response column** | Response |
| **C2-Q2-1****Employers’****liability****insurance** | **C2-Q2-1-1 Policy****No.** |  |
| **C2-Q2-1-2 Limit of****indemnity** |  |
| **C2-Q2-1-3 Excess** |  |
| **C2-Q2-1-4 Limit for****a single event** |  |
| **C2-Q2-1-5 Expiry****date** |  |
| **C2-Q2-2****Public liability****insurance** | **C2-Q2-2-1 Policy No.** |  |
| **C2-Q2-2-2 Limit of****indemnity** |  |
| **C2-Q2-2-3 Excess** |  |
| **C2-Q2-2-4 Limit for****a single event** |  |
| **C2-Q2-2-5 Expiry****date** |  |
| **C2-Q2-3****Professional****indemnity****insurance***(Where**consultancy**input involved)* | **C2-Q2-3-1 Policy No.** |  |
| **C2-Q2-3-2 Limit of****indemnity** |  |
| **C2-Q2-3-3 Excess** |  |
| **C2-Q2-3-4 Expiry****date** |  |
| **C2-Q2-4****Product liability****insurance***(Where product**is to be supplied)* | **C2-Q2-4-1 Policy No.** |  |
| **C2-Q2-4-2 Limit of****indemnity** |  |
| **C2-Q2-4-3 Excess** |  |
| **C2-Q2-4-4 Expiry****date** |  |

***NOTE 1 to Table 2:*** *Where an insurance type is claimed to be “not in scope”, it is essential that an explanation supporting that claim is provided, e.g. the explanation could support the fact that a particular type of insurance was not required for the work undertaken.*

***NOTE 2 to Table 2:*** *At the discretion of the buyer, a minimum level of turnover may be asked for. However, buyers should avoid insisting on requirements which may not be proportionate or relevant to the procurement, or which may discriminate against or be burdensome for SMEs or new providers. It is acknowledged that the nature and extent of the accounts provided will be commensurate with the business requirements and legal obligations of the supplier.*

|  |
| --- |
| **Table 3 – Core Question Module C3 for Public Sector procurement – ESPD option, Grounds for mandatory exclusion and non-payment of tax and social security contributions (mandatory and discretionary exclusion)** |

|  |  |  |
| --- | --- | --- |
| **Q Ref.** | **Question** | **Response** |
| **ESPD Option** |  |
| **Grounds for Mandatory Exclusion** |  |
| **C3-QP1** | In respect of Regulations 57(1 and 2) of the Public Contracts Regulations 2015 the detailed grounds for mandatory exclusion of an organization are set out on the *webpage –*<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> which should be referred to before completing these questions.Within the past five years, anywhere in the world, have you, your organization or any person who has powers of representation, decision or control in the organization been convicted of any of the offences within the summary (**C3-QP2-1** to **C3-QP2-8**) below, and listed on the above referenced webpage? |  |
| **C3-QP1-1** | Participation in a criminal organization | Yes No  |
| **C3-QP1-2** | Corruption | Yes No  |
| **C3-QP1-3** | Fraud | Yes No  |
| **C3-QP1-4** | Terrorist offences or offences linked to terrorist activities | Yes No  |
| **C3-QP1-5** | Money laundering or terrorist financing | Yes No  |
| **C3-QP1-6** | Child labour and other forms of trafficking human beings | Yes No  |
| **C3-QP1-7** | Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland | Yes No  |

|  |  |  |
| --- | --- | --- |
| **C3-QP1-8** | Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland. | Yes No  |
| **C3-QP1-9** | If you have answered yes to any of questions, provide further details for each such question, including:* date of conviction and the jurisdiction;
* which of the grounds listed the conviction was for;
* the reasons for conviction;
* the identity of who has been convicted.

If the relevant documentation is available electronically, provide:* the web address;
* issuing authority;
* precise reference of the documents.
 | Response |
| **Non-payment of tax and social security contributions (mandatory and discretionary exclusion)** |  |
| **C3-QP2** | In respect of Regulation 57(3) and (4) of the Public Contracts Regulations 2015, the detailed grounds for mandatory and discretionary exclusion of an organization are set out on the webpage:<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf>which should be referred to before completing these questions. |  |
| **C3-QP2-1****C3-QP2-2****C3-QP2-3****C3-QP2-3(a)****C3-QP2-3(b)****C3-QP2-3(c)** | Has your organization met all its obligations relating to the payment of taxes or social security contributions, both in the UK and in the country in which the organization is established (if outside the UK)? If you responded “No” for question **C3-QP2-1**, was this through a judicial or administrative decision having final and binding effect? Have any tax returns submitted on or after 1 October 2012 been found to be incorrect as a result of:* HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle;
* a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle; or
* a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS), VADR (Schedule 11A to the Value Added Tax Act 1994 (as amended by Schedule 1 to the Finance (no. 2) Act 2005) or any equivalent or similar regime in a jurisdiction in which the supplier is established.
 | Yes NoYes No Yes No Yes No Yes No  |
| **C3-QP2-4** | If you have answered No to, provide further details for each instance, including: * whether you believe there to be any overriding reasons for non-payment;
* the country or state concerned;
* the amount concerned;
* details of the means for a No response to question **C3-QP3-1** (if not included the response to **C3-QP2-2** or **C3-QP2-3(a) (b)** or **(c)**);
* the date of the conviction or decision (if applicable);
* in case of a conviction, insofar as established directly therein, the length of the period of exclusion;
* whether you have paid, or have entered into a binding arrangement with a view to paying, “the taxes or social security contributions due” including where applicable any interest accrued and/or fines; and
* if the relevant documentation is available electronically indicate the web address, issuing authority or body and precise reference of the document.
 | Response: |

*Note to Table 3*

*We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the non-payment of taxes or social security contributions.*

|  |
| --- |
| **Table 3 – Core Question Module C3 for Public Sector procurement: grounds for discretionary exclusion** |

|  |  |  |
| --- | --- | --- |
| **Q Ref** | **Question**  | **Response**  |
| **C3-QP4**  | Regulation 57 (8) of the Public Contracts Regulations 2015 The detailed grounds for discretionary exclusion of an organization are set out on the webpage:<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf>which should be referred to before completing these questions. Within the past three years, anywhere in the world, have any of the situations identified in **C3- QP4-1** to **C3-QP4-8(e)** below applied, to you or your organization. |  |
| **C3-QP4-1** | Breach of obligations in the field of environment, social and/or labour law. | Yes No |
| **C3-QP4-2** | Bankruptcy, insolvency | Yes No |
| **C3-QP4-3** | Guilty of grave professional misconduct | Yes No |
| **C3-QP4-4** | Distortion of competition | Yes No |
| **C3-QP4-5** | Aware of any conflict of interest | Yes No |
| **C3-QP4-6** | Been involved in the preparation of the procurement procedure | Yes No |
| **C3-QP4-7** | Performance deficiencies on a previous contract leading to early termination, damages or other sanctions | Yes No |
| **C3-QP4-8** | Misrepresentation and undue influenceDo any of the following statements apply to your organization? |
| **C3-QP4-8(a)** | The organization is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  |  Yes No  |
| **C3-QP4-8(b)** | The organization has withheld such information. | Yes No  |
| **C3-QP4-8(c)** | The organization is not able to submit supporting documents required under Regulation 59 of the Public Contracts Regulations 2015.  | Yes No  |
| **C3-QP4-8(d)** | The organization has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organization undue advantages in the procurement procedure.  | Yes No  |
| **C3-QP4-8(e)** | The organization has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.  | Yes No  |
| **C3-QP4-9** | If you have answered Yes to any of questions **C3- QP4-1** to **C3-QP4-8(e)**, provide* details of the circumstances;
* explain what measures have been taken to demonstrate the reliability of the organization despite the existence of a relevant ground for exclusion (Self- cleaning - see Regulation 57 (13 to 17) of the Public Contracts Regulations 2015);
* if relevant documentation is available electronically, indicate the web address, issuing authority or body and precise reference of the document.
 | Response: |

**Form of declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this completed document (questionnaire) are correct and accurate.

I declare that, upon request and without delay I will provide the certificates and/or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organization’s suitability to participate further in this procurement. I understand that the contracting authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

By completing this declaration you are agreeing with the statement above.

Details of person completing the Declaration:

Signature

(an electronic signature is acceptable)

Name

Position

For and on behalf of

Date

**SECTION 4 – CLIENT REQUIREMENTS & ADDITIONAL INFORMATION**

|  |  |
| --- | --- |
| **1.1.0**  | **INTRODUCTION**  |
| 4.1 | **INFORMATION** The following information and drawings are available as separate Appendices to assist Tenderers with their submission:* Newark Castle Interpretation RIBA3
* Newark Castle 2D graphic system
 |
| 4.2 | **SPECIFICATION**Refer to Appendix A for a full specification and further detail to support your response to question C1.  |

**SECTION 5 – SUPPLIER RESPONSES**

The following questions will be scored in accordance with the Award Criteria as detailed in Section 1 of this Tender Document.

|  |
| --- |
| 1. **Experience**
 |
| A1 | Please provide 3 case studies of previous projects including lessons learned from these projects and how those lessons can be applied to the Newark Castle Project. The projects should be from the last 7 years. |
| **RESPONSE:** |
| 1. **Methodology**
 |
| B1 |  |
| Please provide a concise method statement showing how you will approach and manage the project. |
| **RESPONSE:** |
| B2 | **Other Information**  |
| Please indicate any other information which you consider may be relevant to support your submission. This could include your approach to social value and environmental responsibility. **Not Scored** |
|  |
| 1. **Creative response**
 |
| C1 | Please provide a brief proposal (1 page A4) outlining your approach to AV4 – Atmospheric film and sound. |
|  | **RESPONSE:** |

**SECTION 6 – FORM OF TENDER**

To: Newark & Sherwood District Council

Having examined carefully and understood the Conditions of Tender, Conditions of Contract, the Specification and all other documentation issued by the Authority in connection with the tender for the ……………………….project

We

……………………………………………………………………………………………

of

hereby offer to undertake the ……………………………………….project subject to the terms and conditions set out in such Conditions of Tender, Conditions of Contract, Specification and other documents (if any) at the prices and rates contained in the Pricing Schedule.

We understand you are not bound to accept the lowest or any tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

Unless and until a formal Contract is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding Contract between us.

Signature

*Duly authorised agent of the Contractor(s)*

Position held

Name and Address of Contractor

Dated

It must clearly be shown whether the Contractor is a Limited Company, Statutory Corporation, Partnership, or Single Individual, trading in their own or another name, and also if the person signing is not the actual Contractor, the capacity in which they sign or are employed.

P

|  |  |  |
| --- | --- | --- |
|  MAIN SUMMARY | **£** | **p** |
| **Date:**  |  |  |
| **TOTAL TENDER SUM** |  |  |

Please provide clearly itemised costs showing design and development, as well as a cost per AV item.

**SECTION 7 – COLLUSIVE TENDERING DECLARATION**

To Newark & Sherwood District Council:

We\*, the undersigned do hereby contract and agree on acceptance of this tender, in whole or in part, to perform the provision of Services detailed in the Specification, at the prices and terms tendered, and in accordance with the Conditions of Contract.

In submitting a tender against this contract, We\* certify that We\* have not done and We\* undertake that We\* will not do at any time before the notification of the tender results any of the following acts:-

1. communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
2. enter into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word ‘person’ includes any persons and any body or association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

\* Delete as applicable

Signed:

Name (please print):

Position:

Name of Contractor(s):

Address:

Telephone number:

**SECTION 8 – DECLARATION & CANVASSING CERTIFICATE**

To Newark & Sherwood District Council:

We\* hereby certify that we have not canvassed or solicited any member, officer or employee of the Authority in connection with the award of this Tender or any other Tender or proposed Tender for the supply of Services and that no person employed by us or acting on our behalf has done any such act.

We\* further hereby undertake that we will not in future canvass or solicit any member, officer or employee of the Authority in connection with the award of this Tender or any other Tender or proposed Tender for the supply of Services and that no person employed by us or acting on our behalf will do any such act.

\*Delete as applicable

Signed:

Name (please print)

Date:

 Position:

 Name of Contractor(s):

 Address:

Telephone number

**SECTION 9 – FREEDOM OF INFORMATION EXCLUSION SCHEDULE**

**Newark & Sherwood District Council**

**Freedom of Information Act 2000: Information Disclosure Form**

The Authority is committed to the principle of open government and may disclose, upon request, information that it considers to be in the public interest to disclose.

Please state below any information that you specifically do not wish the Authority to disclose together with any timescale relating to this non-disclosure, e.g. for first 6 months, lifetime of the contract, etc.

Please note that the Authority may still need to disclose such information if necessary to comply with its obligations under the Act.

I agree that information relating to this offer/contract may be disclosed, save for the information specified below which we consider to be commercially confidential:

Signature

Position held

Name and Address of Contractor

Dated

*Note – You may adjust the size of the text boxes to suit your response.*

|  |  |  |
| --- | --- | --- |
| **Information not for Disclosure** | **Reason for Non-Disclosure** | **Timescale** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

*Note1 – Please note the above signature needs to be that of a Director or equivalent*

*Note2 – Electronic signatures or typed names are acceptable. In the event that your organisation is successful you will be required to resign this form with an original signature.*

**SECTION 10 – CONTRACTOR’S EQUALITIES DECLARATION**

We the undersigned, agree to abide by all of the statements contained in this declaration whilst we are employed as a contractor for Newark & Sherwood District Council.

* We will treat all of our employees, Authority employees and visitors with dignity and respect, and will provide a working environment free from unlawful discrimination, victimisation or harassment on the grounds of gender, sexual orientation, marital status, dependants, nationality, ethnic origin, trade union, political or religious beliefs, age, hours worked, disability or health.
* We will abide by all relevant legislation which ensures that our behaviour at work is not unfairly discriminatory. The main law being:
* The Equality Act 2010
* These laws state that:
* It is unlawful in employment or in the provision of business and services to discriminate directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
* There is no choice. Everyone must comply with this legislation and ignorance of the law is no defence

The Authority will not tolerate any acts which breach any of the statements contained or laws referred to in this declaration; and all instances of such behaviour will be investigated and may lead to the termination of the contract.

I (name), (position)

on behalf of (company)

agree to behave in accordance with the statements contained in this declaration.

Signature

Date

**SECTION 11 – PAYMENT DETAILS**

The Authority’s standard payment terms are 30 days from receipt of invoice.

It is the policy of the Authority to make payments to all Contractors direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an Agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

*Note – You may adjust the size of the following text boxes to suit your response.*

|  |  |
| --- | --- |
| Bank Name |  |
| Bank Address and Post code |  |
| Account Name |  |
| Account Number  |  |
| Sort Code |  |

No invoices will be accepted from any Contractor without an official written order from the Authority and the order number in full being quoted on all invoices.

**IMPORTANT**

All invoices for Newark & Sherwood District Council should be addressed to:

 Newark & Sherwood District Council

 Castle House

 Great North Road

 Newark

 Nottinghamshire

 NG24 1BY

**Failure to do so may lead to a delay in payment.**

**SECTION 12 – CONTRACTOR CHECKLIST**

**CONTRACTOR CHECKLIST**

Contractors should ensure that they have completed the following sections before submitting their tender:

|  |  |
| --- | --- |
| **SECTION HEADING** | **COMPLETED?** |
| **Section 3 –Prequalification Questionnaire** |  |
| **Section 4 – Client Requirements & Additional Information** |  |
| **Section 5 – Supplier Responses**  |  |
| **Section 6 – Form of Tender**  |  |
| **Section 7 – Collusive Tendering Declaration** |  |
| **Section 8 – Declaration & Canvassing Certificate** |  |
| **Section 9 – Freedom of Information Exclusion Schedule** |  |
| **Section 10 – Contractor’s Equalities Declaration**  |  |
| **Section 11 – Payment Details** |  |

It is important that all sections are completed as failure to do so may result in your tender not being considered.

**APPENDIX A – SPECIFICATION**

Appendix A

The supplier is required to:

- create a complete turnkey production

 - manage any assets sourcing and rights negotiations

 - manage any actors and interviewees, in collaboration with Newark & Sherwood District Council

 - work closely with the Newark & Sherwood District Council and Nissen Richards Studio to develop content and design

- Liaise with NSDC’s ICT department and comply with any requirements

Liaise with the fit out contractor and other project consultants as required and collaborate on co-ordination points

 - produce any new footage or other content at a suitable resolution and quality for the exhibition

 - work closely with the AV hardware contractor. Produce the final films and other content in a standard format suitable for specified equipment

 - include subtitles where relevant

 - use the brief as a starting point. The chosen AV designer will then be asked to work closely with the team to develop the ideas into the final version

- Design and deliver all content in line with the National Lottery Heritage Fund Digital Guidance

**AV LIST**

**AV 1 – Gatehouse Atmospheric Soundscape**

**Location: Gatehouse gate (free entrance experience)**

A soundscape within the Gatehouse gate creates the feeling of people arriving and coming through the medieval Gatehouse, helping visitors imagine the Gatehouse as a place where most people would have entered the Newark Castle during the time when Bishop Alexander of Lincoln (the Magnificent) used the castle as one of his homes in the 12th century.

The soundscape narrative is played out over a longer loop (c. 10-20 minutes), creating a pacing of briefer busier / noisier parts and much quieter sections, with silence in between.

The narrative within the soundscape loop can reflect more than one scenario, for example: a) the Bishop and his entourage and wider household arriving at Newark Castle, filling the gatehouse with the hustle and bustle of a group of over a hundred individuals arriving with horses and carts; b) a messenger arriving at night knocking on the door and asking the porter to let him in. We hear people speaking in both English and Norman French.

Delivery:
Speakers within the Gatehouse gate play a longer paced sound-loop, lasting c10-20 minutes. The loop includes both busier and quieter sections, as well as silence in between.

**AV 2 – Film Newark Voices**

**Location: NW Tower Ground (free overview exhibition)**

Brief film featuring a number of Newark residents sharing thoughts, reflections and memories of Newark Castle, demonstrating that the castle is at the heart of Newark. Filmed talking heads. Alternating shorter commentary.

Contributions could be memories of the castle. Other contributors may give a contemporary reflection on activities at medieval Newark Castle, using their professional expertise as a starting point. For example, a Newark baker today reflecting over what it would have meant to bake bread every day for a household of over a 100 people; a Newark stone mason or builder considering the realities of building the castle in the 1130s or modifying it later.

Delivery:

Film on screen with subtitles. Sound is delivered through pick up audio point.

**AV 3 – Audio Content Anglo-Saxon Newark Castle**

**Location: NW Tower Ground (free overview exhibition)**

Delve deeper moment. Shorter audio narrative (1-2 minutes) focusing on the excavations of the Anglo-Saxon burials at Newark Castle.

Delivery:

Pick up audio point

**AV 4 – Projection of People within Castle Model**

**Location: Upper NW Tower (The people of the castle)**

People of medieval Newark Castle are projected within a model of Newark Castle to give a sense of both people and movement with the castle spaces. People are projected on a smaller scale (not 1:1) to fit with the scale of the model.

Delivery:

Projection within 3D section model of the NW tower.

**AV 5 –Audio Content People of Medieval Newark Castle**

**Location: Upper NW Tower (The people of the castle)**

Delve deeper moment. Shorter audio narrative (1-2 minutes) focusing on the different people of medieval Newark Castle. Visitors should get a sense of the different people who supported the Bishop’s household, e.g. the cooks, servants, laundry women, porters and soldiers.

Delivery:

Pick up audio point

**AV 6 -** **Atmospheric Soundscape – people and movement**

**Location: Upper NW Tower (The people of the castle)**

A subtle sound design creates the feeling of people and movement within the room, representing hustle and bustle of people. The sound is not constant, but includes ebbs and flows, and moments of silence.

Delivery:

Speakers

**AV 7 – Audio Content Alexander the Magnificent**

**Location: Gatehouse Large Chamber (Bishop Alexander’s Room)**

Delve deeper moment. Shorter audio narrative (1-2 minutes) focusing on the life of Alexander.

Listen to a historian (or similar) talking about the role of church in society in the medieval world. Provides a deeper dive listening moment.

Delivery:

Pick up audio point in bench.

**AV 8 – Digital View Explorer**

**Location: Gatehouse Large Chamber (Bishop Alexander’s Room)**

Digital view explorer of the roof level view. For people who can’t access the top.

Delivery:

View explorer in ipad.

**AV 9 -** **Soundscape: Medieval Music**

**Location: Gatehouse Large Chamber (Bishop Alexander’s Room)**

Secular and ecclesiastical medieval music created in partnership with the choir at St Mary Magdalene Church. 5 tracks being recorded in June 2025. Sound ebbs and flows, and includes moments of silence.

Delivery:

Speakers within the room play a longer paced sound-loop, lasting c.30 minutes.

**AV 10 – Atmospheric Film and Sound**

**Location: Small Lower Chamber (King John’s Room)**

Atmospheric AV with sound. King John at Newark Castle and its context. King John is said to have died at Newark Castle in 1216, possibly in this very room. Sets the scene and the mood of the room and helps to create a sense of drama. This will be projected onto a screen behind John’s ‘deathbed’ to tell the story of his final days.

Ideas conveyed through images and words.

***Further information on AV 10 for tender submission:***

This room is dedicated to the story of King John, with a special focus on the final hours of his life at Newark Castle. Further context is provided about his character, reign and the turbulent events that defined his rule, including the Magna Carter and the Baron’s War, although this is not the focus. The room is relatively small and will include a display of a coin with his image and a facsimile of his will, which was written at Newark. A recreated medieval bed represents his visit here and subsequent death, with a large screen above the bed on which the film will be depicted.

The film should evoke atmosphere and suspense, conveying the story of King John’s death. In the autumn of 1216 King John contracted dysentery. He was brought to Newark Castle to recover, where on 19 October 1216 he died. A violent thunderstorm raged above the town. Many at the time believed that the storm was the sound of the gates of hell opening to receive the wicked king.

Delivery: large screen (or projection) and speakers

**AV 11 – 19 Audio Summaries**

Audio summaries provide an alternative to text for visitors to engage with the stories in a room or a space. They are more than an audio version of the Room Story Panel, instead they provide a brief audio summary of the stories and the experiences in the room, offering a way for visitors who are not able to read the text, or find reading texts a real challenge, to understand the context of a space or a room. You will work with the Castle’s Disability Advisory Group to ensure that the audio points are accessible and enjoyable for those with access needs.

Delivery

1: Pick up audio point in interior spaces, i.e.:

11.NW Tower Ground (Overview Exhibition);

12. NW Tower Upper (People of the Castle);

13. Gatehouse Large Chamber, lower level (Alexander the Magnificent’s Room);

14. Small Lower Chamber (King John’s Room);

15. Gatehouse Upper Chamber (A World Beyond the Castle)

2: QR codes in selected position in the Gardens:

 16-19. Arrival Points x 4 (same audio could be linked in all 4 places)

QR codes located on the interpretation arrival points take visitors to an audio summary of the stories in the Gardens. The summary can also sit on the Newark Castle website and be accessed by visitors before or after they visit. The summary provides an alternative format for visitors to access and engage with information.