

TENDER DOCUMENTS

for

Age of Terror Exhibition Build Contract

at

Imperial War Museum London

Contract IWM/Exh/1747

June 2017

greenwayassociates

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Form of Tender

FORM OF TENDER

Tender For: Age of Terror Temporary Exhibition - IWM
Site Address: Imperial War Museum, Lambeth Road, London, SE1 6HZ

To: Imperial War Museums
Address: c/o Greenway Associates
Melrose House
42 Dingwall Road
Croydon
CR0 2NE

Submission of Tenders

Tenders shall be submitted by midday on the tender closing date of 11th July 2017, and delivered to Simon Bourne at Imperial War Museum London, Lambeth Road, London, SE1 6HZ. An electronic copy shall also be emailed to jon@greenwayqs.com.

Tenders shall be made in sealed envelopes marked **IWM London Age of Terror Exhibition Main Contractor Tender**

Submissions made by the tenderer, based on the Tender Documents issued, shall be construed as the tenderer's unconditional undertaking to comply with all terms and conditions of the Tender and if selected, to comply with all terms and conditions set-out in the Tender Documents and to sign a formal Trade Contract before the commencement of the works.

The tenderer is not allowed to submit a tender for a part of the works.

Subject to the provisions of the above any tender for the supply of materials shall be in agreement with the accepted sample of materials to be supplied or in accord with the authorised specifications or drawings with which the tenderer is required to be acquainted.

Subject to the provisions of the above the submission of a tender shall be treated as an implied acknowledgement of the tenderer's awareness of the tender specification and drawings.

The tenderer shall be bound by his Tender from the time of submission up to the expiry date for the tender validity period. The tender will remain valid for the period stated in the Contract.

The form of tender shall be signed by the tenderer and all Tender Documents shall be officially stamped by the tenderer. If the tenderer is a company or corporation the tender shall be signed by an officially authorised person.

Any tender submitted after the Tender closing date shall not be evaluated.

If required by the Tender Documents, samples submitted by tenderers shall be submitted separately from the tender, shall be stamped by the tenderer and shall be signed or distinctly marked by the tenderer. The Client shall keep all submitted samples until examined and accepted for supply or rejected and returned to the tenderer. At least two units of the relevant sample shall be submitted if the sample is to be used for analysis or experimental purposes.

Any questions regarding the tender or tender return should be submitted in writing to the Quantity Surveyor by the close-of-business 5th July 2017. Any questions received after this date may not receive answers. Responses will be issued back to all tenderers by the close-of-business 7th July 2017.

Tenders should ensure the following sections are complete and returned in their tenders:

- a) Signed Form of Tender
- b) Signed Certificate of Bona Fide Tender
- c) Completed Company Questionnaire
- d) Completed Pricing document (Must also be returned in Excel)

Please acknowledge and sign below

I/We having read the Conditions of Contract and the Specification and having examined the drawings and specification referred to therein do hereby offer to execute and complete the whole of the works for the fixed price sum of:

(£ _____)

I/We undertake in the event of your acceptance to execute the whole of the works within _____ weeks from the agreed date of commencement on site.

I/We undertake in the event of your acceptance to execute with you a Contract embodying all the conditions and terms contained in this offer.

I/We agree that this tender remain open for consideration for three months from the date of this tender.

I/We agree that this is a wholly bona fide tender and the tender price will not be divulged to any person or body before the time for the submission of tenders.

I/We understand that the Employer does not bind himself to accept the lowest or any tender.

Dated: _____

Signature: _____ PRINT NAME: _____

Address: _____

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Certificate of Bona- fide Tender

CERTIFICATE OF BONA-FIDE TENDER

Tender for: Imperial War Museum – Age of Terror

The Trustees of the Imperial War Museums

I/We certify that this is a bona-fide tender and that I/we have not fixed or adjusted the amount thereof by or under in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and I/We undertake that I/we will not do at any time any of the following acts:

- i. Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of such amount(s) was necessary to obtain insurance premium quotations required for the preparation of the tender.
- ii. Enter 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.
- iii. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or have 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 person and any body, association, corporate or un-incorporated; and “any agreement” includes such transaction, formal or informal, and whether legally binding or not.

Signed:

In the capacity of: _____

Duly authorised to sign the tender on behalf of:

Date:

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**Company
Questionnaire**

COMPANY QUESTIONNAIRE – Art of Terror Exhibition Build contract

All information supplied will be treated as strictly private and confidential and will not be divulged to any other parties other than those directly involved in the project.

Section 1 – General Company Information

1 Name of Company:

2 Registered Office Address:

3 Company Registration Number:

4 Year of Registration:

5 Telephone No:

6 E-mail Address:

7 Nature of Business and Range of Services:

8 Please indicate, if applicable, any subsidiary companies run by your company:

9 If part of a group, please indicate the details of the ultimate holding company:

10 VAT Registration No:

11 Address of Office to support the Contract:

12 Please illustrate diagrammatically, the structure of your company, showing the inter-relationships with other members of the group, and how the management of this contract fits into the company's management structure:

Section 2: Staffing/Management

13 Please identify the number of staff employed. Please indicate numbers of full-time and part-time staff:

- Director(s):
- Managers:
- Technical:
- Administration:
- Operations:

14 Annual Staff Turnover (in percentage format):

15 Name of Employee responsible for the management of the Contract:

16 Please submit your project team structure for the delivery & management of the

Contract, inclusive of the full CV's for each team member identified?
17 Please identify whether you plan to use any sub-contractors to deliver any services within the Contract. If so, please: <ul style="list-style-type: none"> • identify those services that would be undertaken by the sub-contractor(s)?; • the name of any nominated sub-contractor(s)?, and; • your methodology of appointment and management of the sub-contractor(s)?
Section 3: Financial/Banking
18 Please attach one copy of your last three years of audited accounts. This must include both your Profit & Loss Accounts and your Balance Sheets.
19 If part of a group of companies, please attach one copy of their last three years of audited accounts. Again, to include Profit & Loss accounts and Balance Sheets.
Section 4: Policy/Procedures
20 If you are registered under BS5750/ISO 9000 or any other scheme, please provide a copy of your registration certificate and a summary of your Quality Management (QM) procedures.
21 Please provide copies of the following policies: <ul style="list-style-type: none"> • your outline health & safety policy • your outline environmental policy, inclusive of your sustainability policy • your equal opportunities policy
22 Please complete the following with regards to your company's insurance policies: <p>Public Liability (to £5m): Policy No: Expiry Date: Limit of Indemnity:</p> <p>Employers Liability (to £5m): Policy No: Expiry Date: Limit of Indemnity:</p> <p>Please include a copy of the insurance certificate for each policy.</p>
23 Have you been prosecuted under any relevant health & safety legislation in the last five years? If the answer is Yes, please provide details of the incidence and the outcome.
24 Have you been prosecuted under any relevant employment legislation in the last five years? If the answer is Yes, please provide details of the incidence and the outcome.
25 Do you have a Business Continuity Plan (BCP), or equivalently titled document? If so; <ul style="list-style-type: none"> • what are the key risks and what are the control mechanisms in place?; • how often and to what extent is the BCP tested?; • how is the BCP managed and reviewed by your Board of Directors?
26 Please provide a statement of assurance that you are committed to counter bribery, and please advise of any cases or convictions for bribery made against the company?
Section 5 - References
27 Please provide summaries (no more than two sides per project) of current or

recent projects where you have provided similar services

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Contract Preliminaries Specification

CONTRACT PRELIMINARIES & GENERAL CONDITIONS**A10 PROJECT PARTICULARS**

110 THE PROJECT:

Age of Terror

Age of Terror is a contemporary art exhibition containing works by over 40 artists across a range of media. This exhibition will be the largest contemporary art exhibition IWM has held and takes place over multiple gallery spaces on level 3.

The overarching focus of the exhibition is an exploration of a post 9/11 state of mind in the western world through contemporary art. The world witnessed the horror of the 9/11 attacks and responded with an increased level of fear and suspicion. The threat of terrorism, and the control measures put in place to manage it have come to shape everyday lives.

Imperial War Museums (IWM)

Imperial War Museums is the world's leading authority on conflict and its impact, focusing on the United Kingdom, its former Empire and the Commonwealth, from the First World War to the present. Through the powerful stories and experiences in its unique collections, IWM's vision is to enrich people's understanding of the causes, course and consequences of war and conflict. IWM has five branches: IWM London, its flagship branch, the Churchill War Rooms in Whitehall, HMS *Belfast*, moored in the Pool of London, IWM Duxford, near Cambridge, and IWM North in Trafford.

Imperial War Museums London (IWML)

IWML has been in its current location, the central portion of the historic building that housed the former Bethlem Royal Hospital, since 1936. A major redevelopment commenced in 1989, resulting in the creation of a central atrium and new galleries through the infill of the original courtyard. Further additions, such as an education suite, the Holocaust Exhibition, and the Lord Ashcroft Gallery, subsequently took place, before the new development, with new First World War gallery and reconfigured Atrium galleries was completed and opened to the public in 2014.

Location:

IWM London, Lambeth Road, London, SE1 6HZ

Programme:

See Section 9

Works:

Supply and installation of fit out elements for the proposed Age of Terror temporary exhibition at IWM London.

Project Organisation:

The Age of Terror exhibition is being developed by IWM who require the services of a Fit-Out Contractor in order to complete the works (see A13/120). This document will form a basis for a contract between IWM and the successful fit out package tenderer.

The works will be procured through a traditional contract process.

The budget, including strip out of the existing galleries is between £100,000 and £125,000.

A professional team will assist the Client, details of which are provided below:

- 120 CLIENT:
Imperial War Museum
IWM London
Lambeth Road
London
SE1 6HZ
Tel: 020 7416 ext.
Contacts:
Debbie Dance (Exhibition Production Manager) – 5246 - ddance@iwm.org.uk
Mel Appleby (Exhibition Production Manager) – 5424 - mappleby@iwm.org.uk
Andrew Gibbs (Senior 3D Designer) – 3149 - agibbs@iwm.org.uk
Emily Tan (Exhibition & Interpretation Manager) – 5354 - etan@iwm.org.uk
Stephen Long (Senior Graphic Designer) – 5422 – slong@iwm.org.uk
- 127 PRINCIPAL CONTRACTOR:
TBC
- 145 SUB-CONTRACTOR
References in this specification to sub-contractor(s) refer to any parties with whom the Contractor contracts to accomplish the works.
- 150 QUANTITY SURVEYOR:
Greenway Associates
Melrose House
42 Dingwall Road
Croydon
CR0 2NE
Tel: 020 8633 1500
Contact: Jon Kirby
E-mail: jon@greenwayqs.com
- 151 PRINCIPAL DESIGNER:
Ridge and Partners LLP
Harling House
47-51 Great Suffolk Street
SE1 0BS
Tel: 020 7593 3400
Contact: Mark Allen
E-mail: mallen@ridge.co.uk

152 LIGHTING DESIGNER:
Luminance Lighting Design
19 Heathmans Road
London
SW6 4TJ
Tel: 020 8288 1564
Contact: Andrew Grant
E-mail: andy@luminance.co.uk

A11 TENDER AND CONTRACT DOCUMENTS

110 See “TENDER DRAWINGS”

120 The CONTRACT DRAWINGS will include the tender drawings subject to any post-tender amendments.

A12 THE SITE/EXISTING BUILDINGS

110 THE SITE:

The Site is located across four gallery spaces (D30, D36, D East and D West) in the IWM London building, and has an approximate gross internal floor area of 772m².

120 THE EXISTING BUILDINGS ON/ADJACENT TO THE SITE:

The Contractor is advised that the adjacent roads and buildings will be in use at all times and as there are some prominent and popular visitor attractions nearby.

140 EXISTING MAINS SERVICES

The Contractor shall allow for protecting existing live services that pass through/under/over the Site to ensure that no damage occurs. The Contractor shall fully indemnify IWM in this regard.

All damage shall immediately be made good at the Contractor's expense. No claim for delay to the works arising from the above damage, interruption, etc. to such services, mains or lines will be allowed.

200 ACCESS TO THE SITE:

See Pre-Construction Information

211 CAR PARKING:

See Pre-Construction Information

220 USE OF THE SITE

- The Contractor shall confine operations to the area of the Site, or such other areas as IWM may specifically direct. Any works to be carried out outside the area of the Site shall be carried out on the written instruction of IWM.
- Ensure that the Site is left clean and tidy at all times and on completion of the works. Reinstatement all items to their original position upon completion of the works (where applicable).
- IWM reserves the right to use the Site or the buildings or any portion thereof for the execution of any work or storage of materials not included in this Contract which they may desire to have carried out by other persons and the Contractor is to allow all reasonable works as aforesaid but is not required to provide any plant or materials except by special arrangements. The provisions of this clause do not relieve the Contractor of any of his obligations under the Contract.

- The Contractor and Sub-Contractors shall not display or permit advertisements to be displayed on the Site, nor allow the project or works to be used in any form of marketing or advertisement without the express prior written consent of IWM.

240 RISKS TO HEALTH AND SAFETY:

The nature and condition of the Site/building cannot be fully and certainly ascertained before it is completed. The accuracy and sufficiency of this information is not guaranteed by IWM or the Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the Works.

281 SITE VISIT:

The tenderer is required to satisfy himself as to the local conditions and accessibility of the Site, the nature and condition of the existing building and the full extent and nature of the Works, the supply of and conditions affecting labour, material and the execution of the Contract generally. The Contractor is to allow for such costs in his submitted tender.

A13 DESCRIPTION OF THE WORK**110 PREPARATORY WORK BY OTHERS:**

The following preparatory work shall be undertaken by others:

- Museum object decanting of the existing gallery
- Museum object installation which will occur after completion of the construction phase

115 WORKS NOT INCLUDED IN THIS TENDER (To be completed by IWM in house team):

- Strip out of Age of Terror post completion
- Construction of desk and partition wall in “Intro”
- AV Hardware and Software (including installation)
- Construction of plinths
- Installation of picture mounts
- Display cases

120 THE WORK:

The works generally comprise:

- Strip out of the existing galleries (in D30, D36, D East and D West)
- Fit Out works including :
 - o Partition walls
 - o graphic production and installation
 - o electrical, data and lighting installation
 - o Bespoke networks
 - o Decoration of perimeter walls to full 5m height
 - o Suspended ceilings
 - o Bespoke joinery

140 WORK BY OTHERS CONCURRENT WITH THE CONTRACT:

The Fit out Contractor is to afford contractors of the museum (i.e. FM Contractors Servest and Kier, and Security contractor Noonans’) all reasonable rights to access/egress to the Site to undertake any necessary works.

A20 FORM OF CONTRACT

110 The Form of Contract for this project is the bespoke IWM Contract (See Section 5).

A30 TENDERING/SUBLETTING/SUPPLY**MAIN CONTRACT TENDERING**

110 SCOPE: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.

160 EXCLUSIONS: If the Contractor cannot tender for any part(s) of the work as defined in the tender documents, he must inform the Quantity Surveyor as soon as possible, defining the relevant part(s) and stating the reason(s) for his inability to tender.

170 ACCEPTANCE OF TENDER: IWM and their representatives:

- Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted.
- Will not be responsible for any cost incurred in the preparation of any tender.

180 SITE VISIT: Before tendering the Contractor is required to visit the Site and satisfy himself as to its accessibility, facilities for storing materials and plant, the full extent and character of the work to be carried out and any other conditions affecting the works generally, as no claim on the grounds of want of knowledge in any such respects will be entertained. Arrangement to visit the Site should be made with **Deborah Dance Tel: 020 7416 5246**

191 PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for not less than **12 weeks** from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in programme

221 PRICING OF PRELIMINARIES: The Contractor is required to submit with the tender a Schedule giving a detailed breakdown of Preliminaries. The Contractor is required to complete the schedule of preliminaries attached to this document (See Pricing Document, Section 5.2). The Contractor can attach further details as he deems necessary.

250 PRICING SCHEDULE: Alterations and qualifications to the Pricing Schedule must not be made without the written consent of the Quantity Surveyor. Tenders containing unauthorised alterations or qualifications may be rejected. Costs relating to items which are not priced will be deemed to have been included elsewhere.

PRICING/SUBMISSION OF DOCUMENTS

241 PRICING OF DOCUMENTS:

- Tenders **must include** for all associated and ancillary work shown or clearly apparent as being necessary to meet the requirements for the works and its completion. Should the tenderer be unable to undertake any of the works specified, it is essential that this is made known in the tender submission.
- Tenderers must price on the work which they intend to provide and will be responsible for any errors therein.

310 ASSESSMENT OF TENDERS: The following criteria provide the basis for tender selection:

- a) Tender Price (including assessment of individual prices for each element of work) – 40%
- b) Quality of proposals (60%) comprising:
 - Methodology – 20%
 - Resources – 20%
 - Previous experiences & references – 20%

The contractor is directed to the Company Questionnaire in Section 3 which lists out the requirements for this assessment.

A30 TENDERING/SUBLETTING/SUPPLY

476 THE PRICING SCHEDULE contained with the tender documents must be completed and submitted with the contract proposals.

480 PROGRAMME: The Contractor's proposed programme as specified in Clauses A30/482 or a summary thereof showing the sequence and timing of the principal parts of the Works, periods for tendering sub-contract packages, planning and design, and itemising any work which is excluded must be submitted with their tender.

481 The Contractor is also requested to issue a method statement and labour histogram in support of his tender including flow chart indicating the management structure.

482 CONTRACTOR'S PROGRAMME:

At the pre-commencement meeting the Contractor shall provide a master programme chart in approved form, showing the whole of the Works, including the Works of all Sub-Contractors, provision of samples and other works concurrent with the Contract. The Master Programme shall be supported by a network analysis upon which the programme is based.

500 TENDER STAGE METHOD STATEMENTS must be submitted with the tender describing how and when the Contractor proposes and undertakes to carry out the work, including design and off Site fabrication.

510 PRICING/ SUBMISSION OF TENDER DOCUMENTATION: The Quantity Surveyor will, upon request, require verification of any or all tender details which the tenderer shall provide.

520 PRICING/ SUBMISSION OF VARIATIONS AND FINAL ACCOUNT DOCUMENTATION: The Quantity Surveyor will, upon request, require verification of any variations and of individual trade accounts prior to agreement and certification.

548 FORMATION/DRAWING REVIEW:

- The Contractor's Drawings/Information will be reviewed by IWM and returned in accordance with the Design Submission Procedure. Upon receipt of such drawings, the Contractor shall immediately take such action as requested by IWM in accordance with the Design Submission Procedure.
- Drawings returned to the Contractor for amendments must be resubmitted showing the nature of the amendment in a revision schedule on the drawing, together with the revision number or letter and the date of the revision. The areas amended on the drawing shall be highlighted by means of a 'balloon'.
- Where agreement in principle is given to the Contractor for the use of equal and approved products, plant and equipment for the Work as an alternative to that which has been declared as the basis of the Contract, such agreement shall not invalidate the Contract since the Specification and drawing shall be deemed to still illustrate the specified intent, requirements and scope of the Works. Having satisfied IWM as to the suitability of the alternative products, plant and equipment, the Contractor will not be entitled to recover any additional costs in respect of the alternative agreed, or in respect of any other elements associated with the alternative.

The Designer's review and comment will not, in any way, invalidate the Contractor's responsibility for ensuring the accuracy and suitability of the information provided by the Contractor.

The Designer will review and comment upon the overall layout of the works shown on the co-ordinated installation drawings and their general location in addition to the type and size of such items, insofar as they conform to IWM Requirements.

- The exact position in the Works of items relative to grid lines, floors, beams, ceilings, walls and other structural items and any other services is the Contractor's responsibility and the Designer's review and comment does not absolve the Contractor from this responsibility.
- The Contractor shall review the drawings to satisfy himself that they are in accordance with the Contract. The drawing review and comment procedure shall not relieve the Contractor from responsibility for:
 - Any deficiency or inaccuracy or non-compliance with the Contract or of the Specifications
 - Any error in the proper fixing of the Works
 - The necessity of providing any work required by the Contract or the Specification not indicated on the drawings.
- Two copies of each of the Code A drawings and their revisions shall be issued by the Contractor to IWM.

571 A CONSTRUCTION PHASE PLAN must be developed and submitted within 2 weeks of request. Please refer to Appendix C of the Pre-Construction Information pack for details of what to include.

575 SUBLETTING OF THE WORKS:

The Contractor shall not sub-let any part of the Works without the written permission of IWM and all labour shall be in the direct employ of the Contractor or in the case of permission being given the sub-let Contractor so named.

The Contractor should take note of the Company Questionnaire in Section 3 and return this with his tender.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS
DEFINITIONS AND INTERPRETATIONS

130 IN WRITING: When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.

140 APPROVAL (and words derived thereof) means the approval in writing of IWM unless specified otherwise.

150 PRODUCTS means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works.

180 CROSS-REFERENCES TO THE SPECIFICATION

Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.

Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference therefore being by means of related terminology.

Where a cross-reference for a particular type of work, feature, material or product is given relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.

The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity that may be discovered.

202 EQUIVALENT PRODUCTS:

- Where the specification permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product notify IWM and, when requested, submit for verification documentary and physical sample evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. Submit certified English translations of any foreign-language documents.
- Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specification and manufacturer's guarantees as required by IWM.
- In application of this Clause, the Contractor must take due consideration of the EC Construction Products Directive.

- 210 BRITISH STANDARD PRODUCTS: Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering notify IWM of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.
- 221 REFERENCES TO BSI DOCUMENTS are to the latest versions including any relevant amendments
- 230 MANUFACTURER AND REFERENCE: Where used in this combination:
- 'Manufacturer' means the firm under whose name the particular product is marketed.
 - 'Reference' means the proprietary brand name and/or reference by which the particular product is identified.
- 280 FIX ONLY means all labours in unloading, handling, storing and fixing in position, including use of all plant.
- 290 SUPPLY AND FIX: Unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.
- 321 KEEP FOR RE-USE means:
- During removal prevent damage to the stated components or materials, -and clean off bedding and jointing materials.
 - Stack neatly, adequately protect and store until required by IWM or for use in the Works as instructed.
- 331 REPLACE means:
- Remove the stated existing components, features and finishes.
 - Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.
 - Make good as necessary.
- 341 REPAIR means:
Carry out local remedial work to components features and finishes as found in the existing building.
Re-secure or re-fix as necessary and leave in a sound and neat condition. It does not include:
- replacement of components or parts of components
- 351 MAKE GOOD means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include:
- replacement of components or parts of components
- The meaning of this term shall not be limited by this definition where used in connection with the defects liability provisions of this contract.

- 371 TO MATCH EXISTING means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between the new and existing work as inconspicuous as possible, all to approval of appearance.

DOCUMENTS PROVIDED BY CONTRACTOR/SUB-CONTRACTORS/SUPPLIERS

510 CONTRACTOR'S DESIGN: DESIGN AND PRODUCTION INFORMATION:

- When preparing the master programme make reasonable allowance for completing design/production information, including submission to IWM for comment, inspection by IWM, and any subsequent amendment(s), resubmission(s) and re-inspection(s).
- During the Contract submit to IWM the required number of copies of design/production information in this case 2 no. copies. IWM will note his comments on one copy, then return to the Contractor.
- Ensure that any necessary amendments are made without delay. Unless and until IWM confirms that resubmission is not required, submit copies of amended drawings etc. to IWM, and ensure incorporation of necessary amendments all as before.
- If submitted design/production information differs from the IWM Design, each such difference must be the subject of a request for substitution or Change, supported by all relevant information.
- Should any amendment required by IWM be considered to involve a change which has not already been acknowledged as a change by IWM, notify IWM without delay and in any case within 7 days, and do not proceed with ordering, fabrication, erection or installation until subsequently instructed. Claims for the extra cost of such work, if made after it has been carried out, may not be allowed.
- Complete final version of all design/production information and submit to IWM the number of copies required by him.

561 CONTRACTORS DRAWINGS/DESIGN/PRODUCTION INFORMATION: GENERALLY

For all hard copy issues of drawings by the Contractor, either for approval or construction, 2 copies are to be issued by the Contractor.

The inspection of the Contractor's drawings and other documentation or comments or approval by IWM shall not relieve the Contractor/Subcontractor of his obligations, under the contract:

- to meet statutory requirements;
- to meet requirements of the relevant British Standards and Codes of Practice;
- to meet the requirements of the specification and 'Essential Requirements' as articulated in this document (see Appendices);
- to meet requirements of any previous comments;
- to keep drawings updated with architectural and structural changes following receipt of formal instruction of said changes from IWM;
- to ensure the setting out, accuracy and correctness of dimensions based on the drawings and specification issued by IWM

Comments on Contractor's drawings or samples shall not be deemed to constitute variations unless accompanied by an IWM instruction. Where the contractor considers that comments made represent a variation to his subcontract, then he shall inform IWM within 2 days including submission of relevant costs or budgets.

Two copies of each construction issue drawing shall be supplied to IWM.

The flow of Contractor's drawings shall be through the Contractor who will be responsible for ensuring that the contractor's information is provided in sufficient time to avoid programme delays.

No work shall be carried out based on Contractor's drawings which have not been approved by IWM.

Where deemed appropriate by IWM, the Contractor shall be responsible for taking all particulars and dimensions from the Site and for the details of his drawings.

Where drawings are to be submitted for IWM's comment, the programme shall allow for a period of 7 working days from date of receipt by IWM until the date of receipt of IWM's co-ordinated comments by the Contractor.

IWM, if appropriate, will comment upon the overall layout of the Contract works, their conformity to the current drawings and the design integrity.

Any failure on IWM's part to detect inconsistencies or errors in the Contractor's drawings will not relieve the Contractor of full responsibility; IWM's comments shall be deemed to be restricted accordingly.

A status/approval system shall be instigated at the commencement of the construction phase for all Contractor's drawings to indicate the acceptance of any drawing received.

Each drawing or set of drawings shall be accompanied by a letter (e.g. a drawing register) or other document transmittal stating:

- name of project
- drawing number and revision
- brief description of the work shown on the drawing
- A list of materials to be used by the SWC or GC (including product name, manufacturer and where relevant, specific product code)
- purpose of issue
- any variations identified

Contractor's drawings shall not be permitted on Site for working to unless the contractor has stamped the drawings 'ISSUED FOR CONSTRUCTION' once the review procedure is complete.

Preliminary copies may be issued to the Contractor for Planning and advanced information purposes, subject to the IWM's prior approval. All preliminary copies shall be clearly identified as "Preliminary Copy – but not to be worked to" or similar wording.

Contractor's drawings shall be returned stamped 'A' 'B' or 'C' indicating the approved status of the drawings.

- | | |
|---|---|
| A | indicates that the drawing is approved in principle and is to be issued for construction. |
| B | indicates that the drawing is approved subject to the incorporation of comments made. |
| C | indicates rejected, not to be worked to, drawing to be resubmitted for comments. |

The Contractor shall be responsible for the timely issue of all installation drawings and information.

The Contractor shall provide all necessary templates and for setting out or marking out on Site to enable the Contractor to arrange for the execution of any necessary preparatory work.

- 562 ALTERATIONS TO DRAWINGS: on re-submittal all alterations made since initial submission have been clearly annotated on the drawing and listed separately down the right hand side of the drawing.
- 563 DOCUMENTS AND DRAWINGS ON SITE: The Contractor shall ensure that one copy of the current drawings prepared by sub-contractors are kept on Site at all times and that their staff and operatives are fully conversant with the same.
The Contractor shall ensure that one set of the contractors construction drawings are marked up on a weekly basis by the Contractor, recording “as built” information. These drawings shall be kept for that sole purpose and shall be kept up to date at all times together with any amendments or variations to the works which shall be recorded upon them.
The ‘marked up’ set of construction drawings shall form the basis of the record drawings required upon completion of the works.
The drawings and documents on Site shall be available for inspection by IWM at all times.
- 630 SHOP DRAWINGS AND INFORMATION must be provided to IWM for comment and approval prior to manufacture.
The Contractor shall be responsible for the timely issue of all installation drawings and information.
The Contractor shall provide all necessary templates and for setting out or marking out on Site to enable IWM to arrange for the execution of any necessary preparatory work.
- 692 AS BUILT DRAWINGS AND INFORMATION must be provided to IWM not less than 2 weeks before the date for completion as follows:
- All drawn information provided by the Contractor
 - Format of information to be agreed prior to submission.
- 710 TECHNICAL LITERATURE: The Contractor is required to keep copies of the following on Site, readily accessible for reference by all supervisory personnel:
- Manufacturers' current literature relating to all products to be used in the Works.
 - BSI Handbook No. 3, with all current revision sheets included and superseded sheets removed.
 - Relevant BS Codes of Practice.
- 720 MAINTENANCE INSTRUCTIONS AND GUARANTEES:
Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to IWM on or before Practical Completion.

730 GRAPHICS:

Inspection and approval of graphics

The Graphics Contractor shall allow for representatives of IWML Des / PM to visit their premises prior to installation for final checking of finished graphics.

Graphic contractor team members and sub-contractors

The Graphics Contractor shall state clearly in the Tender the names of the production and installation teams for IWML Des / PM to approve. The Graphics Contractor should state clearly in the Tender any works that may be subcontracted and submit the names of the proposed sub-contractors for approval by IWML Des / PM.

Graphic Installation - Labelling and protection

The Graphics Contractor shall code and label all substrates using the Graphics Reference Number from the Graphics Schedule (e.g. EXT.01, ENV.01). This should be maintained by the Graphics Contractor to ensure correct artwork is printed onto each substrate and to allow correct installation.

The Graphics Contractor is responsible for making sure that each graphic item they produce is adequately protected for transportation to site (i.e. using corner protector and bubble wrap). Every graphics item should be clearly labelled on the substrate and the wrapping with the Graphics Reference Number. The graphic items continue to be the responsibility of the Graphics Contractor until the Graphics Contractor's own installation has been completed to the satisfaction of IWML Des/PM.

The Graphics Contractor shall ensure that all installed panels are protected on site until such a time as the site is clear.

Supply of final artwork files

IWML Des shall supply high-resolution Adobe Illustrator EPS and Adobe Professional PDF files created from outlined Creative Cloud 2017. The Graphics Contractor shall notify IWML Des / PM at Stage F: Tender if they cannot work with CS6 files.

The Graphics Contractor shall allow IWML Des 48 hours console time at the Graphics Contractor's production facility to assemble and manipulate any high-resolution files using Adobe CS software, if required.

IWML Des / IWML PM shall indicate any image crops by For Print Only (FPO) visuals and graphic elevations.

Graphics approval

The Graphics Contractor shall supply IWML Des with a pdf proof of each graphic and a hard copy if requested. The Graphics Contractor should not proceed with the production of any graphic until IWML Des has signed off the supplied proof.

The Graphics Contractor shall make all graphics available to IWML for inspection before installing on site.

The Graphics Contractor shall submit any graphic requested by IWML Des for final production, installation checks and approval

Museum objects

Some objects will require little or no co-ordination, however others will require consideration by the SWC to ensure the SWC have made suitable provision for objects in terms of size/weight and fixings.

**A32 MANAGEMENT OF THE WORKS
GENERALLY**

- 110 SUPERVISION: Accept responsibility for co-ordination, supervision and administration of the Works. Arrange and monitor a programme with each interfacing Contractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work to the satisfaction of IWM.
- 120 INSURANCE: Before appointment, submit documentary evidence and/or policies and receipts for the insurance required by the Conditions of Contract.
- 130 INSURANCE CLAIMS: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to IWM and the Insurers. Indemnify IWM against any loss which may be caused by failure to give such notice.
- 140 CLIMATIC CONDITIONS: If climatic conditions affect work, the Contractor shall keep an accurate record of:
- Daily maximum and minimum air temperatures (including overnight).
 - Delays due to adverse weather, including description of the weather, type(s) of work affected and number of hours lost.
- 150 BUILDING CONTROL
It is the Contractor's responsibility to ensure that the work complies with the Building Regulations and any amendments thereto. The Contractor should allow for the cost of complying therein.
- 151 Where the contractor has designed or developed the design of a portion of his work it is his sole responsibility to allow for the time and cost of complying therewith.
- 152 The Contractor is to notify IWM immediately of any divergence between the Drawings /Specification, Bill of Quantities.
- 155 POLICE REGULATIONS:
The Contractor is to ascertain and comply with the regulations of the civil police affecting the execution of the Works.

PROGRAMME/PROGRESS

- 212 PROGRAMME:
- The master programme for the Works must include periods for all:
 - Tendering Design, production information and proposals provided by the Contractor/Subcontractors/Suppliers, including inspection and checking
 - Planning and mobilisation by the Contractor.

**A32 MANAGEMENT OF THE WORKS
PROGRAMME/PROGRESS****212 PROGRAMME (cont'd):**

- Running in, adjustment, commissioning and testing of all engineering services and installations
- Work resulting from instructions issued in regard to the expenditure of provisional sums
- Work by or on behalf of IWM or other Contractor concurrent with the Contract

The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.

- Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor should exclude it from his programme and confirm this when submitting the programme.

220 THE PROGRAMME must show earliest and latest start and finish dates for each activity, and identify all critical activities. It must be of the critical path network type, unless agreed otherwise.

230 SUBMISSION of programmes will not relieve the Contractor of his responsibility to apply in writing for instructions, drawings, etc. in accordance with the Conditions of Contract.

240 COMMENCEMENT OF WORK: See Programme in tender pack.

250 MONITORING: Record progress on a copy of the programme kept on Site. If any circumstances arise which may affect the progress of the Works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

253 CONTRACTOR'S REPORTS: Upon commencement of Construction Works, the Contractor will be required to provide weekly written reports for submission to IWM, copied to the QS, two days prior to the weekly Site Progress Meetings. The content of these reports should be inclusive of the following information:

- The activities begun and completed since the previous report and upon what dates.
- The expected remaining duration of all activities begun but not completed.
- Additional activities with expected durations, methods, resource requirements and sequence assumptions.
- Forecast completion date for all works and slippage or advance upon the contract completion date and intermediate milestone dates.
- Programme comparison between actual and programmed for design, procurement and construction.
- Outstanding Information Schedule
- Resource levels
- Weather records
- Variation schedule
- Schedule of instructions
- Updated RFI

- The Contractor will be requested to submit a copy of the proposed format of these reports for approval by IWM at the Pre-Commencement Meeting.
- 254 REQUESTS FOR INFORMATION by the Contractor shall be made to IWM on 'Request for Information' Forms. The Contractor will establish and maintain a live log of requests for information from appointment, right throughout the construction period. Each request will have a set deadline for reply.
- 261 IWM'S SITE MEETINGS:
- IWM will hold regular Site meetings to review progress and other matters arising from the administration of the Contract.
 - These meetings will be held in the Site offices for the Site.
 - Attend all meetings and inform Contractors, sub-consultants and suppliers when their presence is required.
 - IWM will chair the meetings and take and distribute meeting notes.
- 271 CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate sub-contractors, and suppliers shortly before main Site meetings to facilitate accurate reporting of progress.
- 285 PARTIAL POSSESSION: IWM may wish to take possession of parts of the Works, as they are completed, provided all necessary access, services and other associated facilities are also complete. Reference is made to the strategic programme with particular reference to the office areas.
- 287 The Contractor's particular attention is referred to the overall strategic programme and the partial possession that may be required.
- 290 NOTICE OF COMPLETION: Give IWM at least 2 weeks notice of the anticipated dates of Practical Completion of the whole or parts of the Works.

**A32 MANAGEMENT OF THE WORKS
CONTROL OF COST**

- 410 CASH FLOW FORECAST: As soon as possible and before starting construction work on Site, submit to IWM a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period and based upon the programme for the Works.
- 411 CASH FLOW STATEMENTS: Provide all reasonable assistance to IWM in the preparation of cash flow statements of certificate payments required by IWM. Such statements shall be based on the programme for the execution of the Works and shall be updated at such intervals as the programme of work progress is required to be updated. The co-operation of the Contractor under this item shall in no way affect his entitlement to payment under the terms of the Contract.
- 412 REQUESTS FOR CHANGE by the Contractor shall be made to IWM on 'Request for Change' Forms. Allow a minimum of 7 working days for an instruction.

MEASUREMENT OF VARIATIONS, CERTIFICATES, VALUATIONS ETC.

- 420 Measurement of variations will normally be carried out by the Quantity Surveyor with the Contractor or his representative.
- 421 The Contractor will be provided with a copy of the Statement of Final Account together with all Summaries of variations, Contractor's Share calculation and other adjustments to the Contract Sum within the Period of Final Measurement and Valuation and, subject to the allowance of a reasonable period for checking, shall signify his acceptance of the balance due as shown in the Final Statement by preparing copies thereof on his notepaper and forwarding same under signature. Such signature shall imply the acceptance by the Contractor of the Final Account, and no subsequent claims will be entertained.
- 422 The valuation of work for the purpose of certificates will normally be carried out by the Quantity Surveyor who will require the Contractor, or his representative, to attend for this purpose. Once agreed, the Exhibition Manager will produce a payment certificate and an invoice can be raised. Fixed dates for applications and payment will be set upon appointment of the Contractor.
- 423 Upon request of the Quantity Surveyor the Contractor will furnish him with all invoices, receipts, accounts and other vouchers, that may be required in connection with the Contract, and prior to the issue of a certificate he will, if requested, produce for the Quantity Surveyor's inspection all receipted accounts relating to prime cost items, provisional sums and receipts for charges paid by the Contractor to Local or Statutory Authorities.
- 424 Sufficient notice must be given before covering up any work which is the subject of a provisional sum, provisional quantities or variation order and full facilities given at all other times to enable the Quantity Surveyor to carry out proper measurements as the work is executed. Should the Contractor fail to give such notice he is at his own expense to uncover the works as required for measuring purposes and reinstate and make good afterwards.

- 425 Accurate records, figured drawings and/or sketches of all work executed underground or which will, on completion be concealed from sight, shall be made by the Contractor and agreed with IWM for use by the Quantity Surveyor in settling the Final Account.
- 426 Similarly, sufficient notice must be given before breaking out and removing any underground obstructions encountered in the course of excavations of foundations, drainage and the like and accurate records, figured drawings and/or sketches made and agreed of such obstructions to enable the Quantity Surveyor to carry out proper measurement.
- 430 EXISTING WORK: The extent and location of renewal of existing work must be agreed with IWM before the work is started. Remove existing work in ways which will reasonably minimise the amount of removal and renewal.
- 450 DAYWORK VOUCHERS: Give reasonable notice to IWM of the commencement of any work for which daywork vouchers are to be submitted. Before being delivered, each voucher must be:
- Referenced to the instruction under which the work is authorised, and Signed by the person in charge as evidence that the workmen's names, the time spent by each, the plant and materials shown are correct.
- 451 Daywork will only be allowed in the case of work which by the Quantity Surveyor's decision are incapable of measurement, even though daywork sheets may be signed by IWM and agreed prior to the works being carried out.
- 452 The Daywork sheets must be submitted to IWM in accordance with the requirements of the Contract, and are to be fully priced, extended and totalled before submission. The rates contained within the Schedule of Daywork will be used for the purpose of calculating daywork charges under the Contract.
- 453 Give reasonable notice to IWM of the commencement of any work for which daywork vouchers are to be submitted. Before being delivered, each voucher must be referenced to the instruction under which the work is authorised, and signed by the person in charge as evidence that the workmen's names, the time spent by each, the plant and materials shown are correct.
- 462 INTERIM PAYMENTS: At least 3 days before the end of each established Stage or Period for interim payments submit to IWM a detailed application for amounts due under the Contract including the following supporting information:
- Information in support of variations.
 - Schedule of unfixed materials on/off Site.
- 471 UNFIXED MATERIALS: At the time of each valuation disclose to IWM which of the unfixed materials on Site are free from, and which are subject to any reservation of title inconsistent with passing of property to IWM, together with their respective values. When requested provide evidence of freedom from reservation of title.

**A33 QUALITY STANDARDS/CONTROL
MATERIALS AND WORK GENERALLY**

- 110 GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:
- Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
 - In accordance with good building practice.
- 120 GENERAL QUALITY OF PRODUCTS:
- Products to be new unless otherwise specified.
 - For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by IWM.
 - Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by IWM.
 - Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.
 - Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together.
 - If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.
- 125 SUSTAINABLE RESOURCES:
- All softwood timbers and all temperate hardwoods are to be from sustainable sources.
If requested, the Contractor is to confirm in writing to IWM the composition and sources of plywood etc., to confirm that the foregoing is met.
- 130 PROPRIETARY PRODUCTS:
- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform IWM if these conflict with any other specified requirement. Submit copies to IWM when requested.
 - The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturer's literature current at time of fixing
 - Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform IWM and do not place orders for or use the affected products without further instructions.
 - Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

140 CHECKING COMPLIANCE OF PRODUCTS: Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- All accessories and fixings which should be supplied with the goods have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Products which have a limited shelf life are not out of date.

All materials selected must meet the specifications set out here in this document (including Graphics Specification). IWM reserves the right to reject any proposed materials if they are deemed to deleterious to collection items. A list of materials to be used by the SWC or GC (including product name, manufacturer and where relevant, specific product code) must be supplied with all construction drawings. Any bespoke materials may require additional testing by IWM Con which will require a minimum of 8 weeks)

150 PROTECTION OF PRODUCTS:

- Prevent over-stressing, distortion and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.
- Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.
- Prevent excessively high or low temperatures and rapid changes of temperature in the products.
- Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
- Keep different types and grades of products separately and adequately identified.
- So far as possible keep products in their original wrappings, packings or containers, until immediately before they are used.
- Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

160 SUITABILITY OF RELATED WORK AND CONDITIONS: Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that:

- Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.

- All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
- The environmental conditions are suitable, particularly that the building is suitably weather-tight when internal components, services and finishes are installed.

170 GENERAL QUALITY OF WORKMANSHIP:

- Operatives must be appropriately skilled and experienced for the type and quality of work.
- Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
- Inspect components and products carefully before fixing or using and reject any which are defective.
- Fix or lay securely, accurately and in alignment.
- Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with section Z20. Fastenings must comply with relevant British Standards.
- Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not over-tighten fixings.
- Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
- Ensure that all moving parts operate properly and freely. Do not cut, grind or plane pre-finished components and products to remedy binding or poor fit without approval.

A high standard of workmanship and finish is required and all contractors must clearly understand that any work which is not, in the opinion of IWML (Des) and IWML (PM), up to such standards will have to be taken down and made good or replaced with new at the Contractor's expense.

- 210 APPROVAL OF PRODUCTS: Where approval of a product is specified the requirement for approval relates to a sample of the product and not to the product as used in the Works. Submit a sample or other evidence of suitability. Do not confirm orders or use the product until approval of the sample has been obtained. Retain approved sample in good, clean condition on Site. Ensure that the product used in the Works matches the approved sample.

**A33 QUALITY STANDARDS/CONTROL
SAMPLES/APPROVALS**

220 **SAMPLES:** Where approval of products is specified submit samples or other evidence of suitability. Do not confirm orders or use products until approval of samples has been obtained. Retain approved samples in good, clean condition on Site for comparison with products used in the Works. Remove when no longer required. See designer's specification for list of samples required.

Where a sample of finished work is specified for approval, the requirement for approval relates to the sample itself (if approval of the finished work as a whole is required this is specified separately). Obtain approval of the stated characteristic(s) of the sample before proceeding with the Works. Retain approved sample in good, clean condition on Site. Ensure that the relevant characteristic(s) of the Works match the approved characteristic(s) of the sample. Remove samples which are not part of the finished Works when no longer required.

240 **APPROVALS:** Inspection or any other action by IWM must not be taken as approval of products or work unless IWM so confirms in writing in express terms referring to:

- Date of inspection
- Part of the work inspected
- Respects or characteristics which are approved
- Extent and purpose of the approval
- Any associated conditions.

Fire regulations

The materials used within the exhibition must comply with the latest issued Fire Regulations. Full compliance must be achieved for all items manufactured and supplied by the Contractor. Test certificates for all materials used must be provided by the Contractor at the outset of the contract for presentation to the Fire Officer.

Unless otherwise specified, the Euroclass B material fire-rating standard is to be met throughout for all large, static, wall-fixed items. However, the Contractor is required to identify instances where Euroclass C materials are to be used for these types of items, when Euroclass B materials are not practicable.

All movable networks / furniture items / components must comply with the Euroclass C material fire-rating standard as a minimum, but where possible these are required to achieve the Euroclass B standard.

Pests

Any hidden void spaces should either be completely sealed or access panels should be provided to allow IWML maintenance to check for the build-up of pests.

Structural Stability:

The main purpose of the design drawings is to show the profiles and finishes. The framework shown is notional and alternative methods of construction will be discussed with the successful tenderer. However, it will be deemed that the Contractor will not manufacture or fit any part of the contract unless he (the Contractor) is satisfied with the structural durability and practicability. All structures must satisfy the requirements of Construction (Design and Management) Regulations (2007).

Thermal building movement

All elements to be designed, fabricated and installed to withstand all building movements, thermal movement, deflection, creep and similar movement without permanent deformation or other damage.

Fixings shall be capable of providing adequate adjustment without the use of packing shims. Allow for moisture and thermal movement of surrounding construction.

ACCURACY/SETTING OUT GENERALLY

- 321 SETTING OUT: Check the levels and dimensions of the Site against those shown on the drawings, and record the results on a copy of the drawings. Notify IWM in writing of any discrepancies and obtain instructions before proceeding.
- 322 SETTING OUT: Inform IWM when overall setting out is complete and before commencing construction.
- 341 APPEARANCE AND FIT:
- Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.
 - Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.
- 371 CRITICAL DIMENSIONS: The Contractor is required to liaise with all relevant parties and ensure all design tolerances are incorporated into his design prior to implementation, including those required for fittings supplied by third parties.
- 380 RECORD DRAWINGS: Record details of all grid lines, setting-out stations, bench marks and profiles on the Site setting-out drawing. Retain on Site throughout the contract and hand to IWM on Completion.

RECTIFICATION OF DEFECTS

- 390 As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract or appear that they may not be in accordance submit

proposals to IWM for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution. Such proposals may be unacceptable to IWM and he may issue contrary instructions.

- 395 Wherever inspection or testing shows that the work, materials or goods are not in accordance with the Contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures will be at the expense of the Contractor, and will not be considered as grounds for extension of time. The defects liability period will be 12 months from date of practical completion.

SUPERVISION/INSPECTION/DEFECTIVE WORK

- 510 **SUPERVISION:** In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
- 520 **PERSON-IN-CHARGE:** Give maximum possible notice to IWM before changing the person-in-charge.
- 540 **OUT OF NORMAL WORKING HOURS:** Whenever overtime is to be worked, give IWM not less than 2 week's notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.
- 550 **DEFECTS IN EXISTING CONSTRUCTION** to be reported to IWM without delay. Obtain instructions before proceeding with work which may:
- Cover up or otherwise hinder access to the defective construction, or
 - Be rendered abortive by the carrying out of remedial work.
- 560 **TIMING OF TESTS AND INSPECTIONS:** Agree dates and times of tests and inspections with IWM several days in advance, to enable IWM and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.
- 565 **TEST CERTIFICATES:** Submit a copy of each certificate to IWM as soon as practicable and keep copies of all certificates on Site.
- 580 **MEASURES TO ESTABLISH ACCEPTABILITY:** Wherever inspection or testing shows that the work, materials or goods are not in accordance with the Contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:
- will be at the expense of the Contractor, and
 - will not be considered as grounds for extension of time.

- 590 **QUALITY CONTROL:** Establish and maintain procedures to ensure that the Works, including the work of all subcontractors, comply with specified requirements. Maintain full records, keep copies on Site for inspection by IWM, and submit copies of particular parts of the records on request. The records must include:
- Identification of the element, item, batch or lot including location in the Works.
 - The nature and dates of inspections by the Contractor or IWM, tests and approvals.
 - The nature and extent of any non-conforming work found.
 - Details of any corrective action.

WORK AT OR AFTER COMPLETION

- 610 **GENERALLY:**
- Make good all damage consequent upon the work.
 - Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.
 - Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.
 - Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.
 - Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
 - Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- 650 **MAKING GOOD DEFECTS:** Make arrangements with IWM and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform IWM when remedial works to the various parts of the Works are completed.
- 652 **DEFECTIVE WORK FOUND DURING THE DEFECTS LIABILITY PERIOD** requiring immediate attention and not rectified by the Contractor within 5 working days of notification, or other agreed date for completion, will be completed by others. The cost of such work by others will be deducted in full, from any retention monies held or otherwise invoiced to the Contractor by IWM.
- 653 **ACCESS FOR ANY WORK AFTER PRACTICAL COMPLETION:** must be notified to IWM for approval, with a clear explanation of the nature of the work. No abortive costs resulting from the Contractor's failure to make these arrangements will be accepted.

**A34 SECURITY/SAFETY/PROTECTION
GENERALLY**

- 110 The Health & Safety information will be issued under a separate cover.
- 115 CONSTRUCTION HAZARDS arising from the design of the project include those identified in the Pre Tender Health & Safety Plan. Commonplace hazards which should be controlled by good management and good Site practices are not listed.
- 120 THE CONSTRUCTION PHASE PLAN developed from the Outline Construction Phase Plan (see section A30) must be submitted to IWM not less than 4 weeks before the proposed date for start of construction work. Do not start construction work until IWM has confirmed in writing that in their view the Construction Phase Plan includes the procedures and arrangements required by CDM Regulation.
- 125 HSE APPROVED CODES OF PRACTICE: Comply with the following:
- Management of health and safety at work.
 - Managing construction for health and safety.
- 140 STABILITY: Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary. Prevent overloading: details of design loads may be obtained from IWM. Refer to design risk register.

A34 SECURITY/SAFETY/PROTECTION**PROTECT AGAINST THE FOLLOWING:****221 NOISE:**

- Comply generally with the B.S. recommendations for minimising noise levels during the execution of the Works.
- Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Do not use pneumatic drills and other noisy appliances during 5 pm and 8 am without consent of IWM.
- Do not use or permit employees to use radios or other audio equipment in ways or at times which may cause nuisance.
- Advise all adjoining owners of activities likely to produce high levels of noise and make all reasonable adjustments to comply.
- The Contractor is to comply with the relevant parts of B.S. 'Code of Practice for Noise Control on Demolition and Construction Sites' and is to keep noise to as low a level as can be practically attained.
- Allow for carrying out the work in such a manner as to reduce noise to the minimum and cause the least inconvenience to the occupants of neighbouring premises and areas.
- The Contractor shall comply with all relevant Local Authority Requirements in this respect.
- Noisy operations are those which are audible at the boundary of the Site.
- Noisy trades will only be instructed to be carried out where works are required to meet police traffic regulations, in an emergency, or in the interests of public safety.

230 POLLUTION: Take all reasonable precautions to prevent pollution of the Site, the Works and the general environment including streams and waterways. If pollution occurs, inform the appropriate Authorities and IWM without delay and provide them with all relevant information.

240 NUISANCE: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

260 FIRE: Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Building Employers Confederation and the Loss Prevention Council and the National Contractors' Group.

263 FIRE: Smoking will not be permitted on the Site except in designated and approved welfare areas which must be carefully controlled, and inspected to guard against risk of fire.

- 280 MOISTURE: Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:
- Blistering and failure of adhesion.
 - Damage due to trapped moisture.
 - Excessive movement.
- 285 INFECTED TIMBER: Where instructed to remove timber affected by fungal/insect attack from the building, do so in a way which will minimise the risk of infecting other parts of the building.
- 290 WASTE:
- Remove rubbish, debris, surplus material and spoil regularly from Site to central disposal point and keep the Site and Works clean and tidy. All the above are subject to the requirements of the Construction Site Waste Management Plan.
 - Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.
 - Recycle all glass elements and sustainably dispose of other waste materials, recycling where possible.
 - Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.
 - Remove all surplus hazardous materials and their containers regularly for disposal off Site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations.
- 410 WORK IN ALL SECTIONS: Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.
- 415 ESPECIALLY VULNERABLE WORK: Submit a method statement within 1 week of request describing the special protection to be provided to ensure that damage does not occur to the following:
- existing structures/work to be retained
 - interfaces of existing buildings
- 461 EXISTING WORK: Prevent damage to existing property including works undergoing completion alteration, adaptation or extension and make good to match existing any defects so caused. Remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.

A34 SECURITY/SAFETY/PROTECTION

ALLOW FOR STATUTORY REQUIREMENTS:

- 300 The Contractor shall allow for all costs and expenses incurred and comply with the latest statutory requirements.
- 305 IWM has strict vetting procedures. Please see Appendix 2 of the tender pack for details of security clearance required prior to commencing work on Site.

A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING

110 SCOPE: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or in the associated tender documentation.

120 DESIGN CONSTRAINTS:

The Contractor's specific attention is drawn to the requirement to fully consider design and co-ordinate all aspects regarding the installation of the Works through all types of construction and ground conditions. The following constraints are noteworthy:

- i) Specific reference is to be made to any ground investigation document(s) in recommending design proposals.
- ii) The Contractor is to give particular attention to the need to reduce noise and vibration to a minimum.

131 METHOD/SEQUENCE OF WORK:

The Contractor is to make allowances for carrying out the Works described hereunder in a particular sequence.

- To Be Defined

140 ACCESS TO THE SITE: See Pre-Construction Information.

155 SCAFFOLDING: Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all subcontractors.

190 WORKING HOURS:

Working hours will be restricted to the following times:

Monday to Friday: 8am to 6pm

Any work carried out outside this period shall require approval from IWM.

215 FURTHER WORKING CONSTRAINTS: Further working/logistical constraints are outlined below: The Contractor should take due regard to the Works concurrent with the Works as indicated within the construction programmes attached to the tender / contract documents.

310 All internal combustion engines used for the Works, whether to drive plant at the Site or in transport vehicles, shall be fitted with efficient suppressors in the ignition system in accordance with the latest B.S. recommendations so as to prevent electrical interference to radio or television receiving apparatus in the vicinity. All temporary electrical installations such as motors or the like shall be prevented from creating such interference and the Contractor will be responsible for fitting suppressor equipment in accordance with B.S. standards as directed by and to the satisfaction of IWM. Do not use explosives.

315 Prevent damage from storm and surface water.

- 320 Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and application of heat to prevent blistering and failure of adhesion, damage due to trapped moisture, and excessive movement.
- 325 Take all necessary precautions to avoid excessive electromagnetic disturbance of apparatus outside the Site.
- 330 Install, use and store construction laser equipment only in accordance with the latest B.S. recommendations.

**A36 FACILITIES/TEMPORARY WORK/SERVICES
GENERALLY**

111 LOCATIONS: Inform IWM of the intended citing of all temporary facilities, including storage.

121 MAINTAIN, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.

ACCOMMODATION

210 ROOM FOR MEETINGS: will be provided by IWM.

265 SANITARY ACCOMMODATION: will be provided by IWM.

290 The Contractor is required to provide, following their appointment, details of their reasonable on-site accommodation and storage requirements.

TEMPORARY WORK

340 TEMPORARY SCREEN(S):
Provide temporary screens as necessary to protect new and existing work or structures from damage by the Works.

375 NAME BOARDS/ADVERTISEMENTS: Contractors and name boards will only be permitted in approved position(s) and form, and subject to any required consents; the express written consent of IWM will be required before erection of such name boards etc. Advertisements will not be permitted.

SERVICES AND FACILITIES

425 LIGHTING, POWER & WATER: Electricity supply from IWM's mains may be used for the Works as follows:

- Any electrical supply will be 110v temporary power with 10 metre tap in points.
- IWM will not be held responsible for the effects of any failure or restriction in supply.
- Point of supply: unknown. To be at the discretion of IWM.
- Conditions/Restrictions: temporary supply must not in any way disrupt the day to day operational requirements of the building and its occupiers.

445 TEMPORARY FACILITIES AND DUTIES TO BE UNDERTAKEN BY THE CONTRACTOR:
The Contractor shall provide everything necessary to execute the Works, including but not to be limited to the following.

- Plant, Tools and Vehicles. All necessary plant, tools, tackles, vehicles, temporary work materials, screens etc.
- Scaffolding. All necessary scaffold and access equipment to carry out the Works, which shall comply with current regulations and legislation. In particular tenderers should note that The National Access and Scaffolding Confederation (NASC) have issued guidance on the use of

fall equipment during erection, altering and striking of scaffold. The document also contains other guidance and although not a statutory requirement all scaffold erection must comply with this guidance note.

611 REINSTATEMENT:

The Contractor should note that he will be held responsible on completion for reinstating any areas he has occupied. These areas must be adhered to; no further encroachments on space will be permitted without the written permission of IWM.

A37 OPERATION/MAINTENANCE OF THE FINISHED BUILDING**102 THE HEALTH AND SAFETY FILE/THE BUILDING MANUAL:**

- The Building Manual (incorporating the Health and Safety File and subtitled accordingly) is to be a comprehensive information source and guide for IWM and end users providing a complete understanding of the building and its systems and enabling it to be operated and maintained efficiently and safely. The Contractor is required to obtain or prepare all the information to be included in the Manual, produce the required number of copies of the Manual and submit them to IWM.
- The Manual is to consist of the following three parts, sub-sectioned as appropriate:
PART 1: GENERAL INFORMATION: Content as clause A37/125, the information being provided to the Contractor by IWM.
PART 2: BUILDING FABRIC INFORMATION: Content as clause A37/135, plus certain as-built drawings and other information provided to the Contractor by IWM.
PART 3: BUILDING SERVICES INFORMATION: Content as clause A37/145.
- The presentation of the Manual is to be as clause A37/151.
- A complete draft of the Manual must be submitted not less than 4 weeks before the date for submission of the final copies of the Manual. Amend the draft Manual in the light of any comments and resubmit to IWM. Do not proceed with production of the final copies of the Manual until authorised to do so by IWM.
- Final copies of the Manual: Provide the IWM with 4 hard copies not less than 2 weeks before Practical Completion.
As-built drawings: Provide 4 hard on A3/A2 format.

125 THE HEALTH AND SAFETY FILE/BUILDING MANUAL PART 1: GENERAL INFORMATION must include:

- A description of the buildings.
- Details of ownership and all consultants and designers.
- Details of all Authorities plus copies of all consents and approvals obtained.
- Names, addresses, telephone and fax numbers of all contractors, subcontractors, suppliers and manufacturers.
- Any operational requirements and constraints of a general nature which are not relevant to other parts of the Building Manual.
- The fire safety strategy for the buildings(s) including drawings showing emergency escape routes, location of emergency and fire fighting systems, services shut-off valves, switches, etc.

135 THE HEALTH AND SAFETY FILE/BUILDING MANUAL PART 2: BUILDING FABRIC INFORMATION: Provide such information as is reasonably required by IWM including:

- Details of construction methods and materials which may present significant residual hazards with respect to cleaning, maintenance or demolition for all Contractor designed work and performance specified work.
- As-built drawings recording details of construction for all Contractor designed work and performance specified work.
- Copies of manufacturers current literature for all products for which the particular proprietary brand has been chosen by the Contractor, including COSHH dated data sheets and manufacturers recommendations for cleaning and maintenance.
- Copies of all guarantees, warranties and maintenance agreements offered by subcontractors and manufacturers.

- Copies of all test certificates and reports required in the specification.
 - Details of the facilities incorporated into the structure and the methods and procedures to be adopted for safe and efficient cleaning and maintenance of the buildings.
- 145 THE HEALTH AND SAFETY FILE/BUILDING MANUAL PART 3: BUILDING SERVICES INFORMATION must include:
- A full description of each of the systems installed, written to ensure that IWM's staff fully understand the scope and facilities provided.
 - A description of the mode of operation of all systems including services capacity and restrictions.
 - Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc.
 - A photo-reduction of all record drawings to A3 size together with an index.
 - Legend for all colour-coded services.
 - Schedules (system by system) of plant, equipment, valves, etc., stating their locations, duties and performance figures. Each item must have a unique number cross-referenced to the record and diagrammatic drawings and schedules.
 - The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
 - Manufacturers technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions.
 - A copy of all Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests) for the installations and plant, equipment, valves, etc., used in the installations.
 - A copy of all manufacturers' guarantees, warranties and maintenance agreements offered by subcontractors and manufacturers.
 - Starting up, operating and shutting down instructions for all equipment and systems installed.
 - Control sequences for all systems installed.
 - Schedules of all fixed and variable equipment settings established during commissioning.
 - Procedures for seasonal changeovers.
 - Recommendations as to the preventative maintenance frequency and procedures to be adopted to ensure the most efficient operation of the systems.
 - Lubrication schedules for all lubricated items.
 - A list of normal consumable items.
 - A list of recommended spares to be kept in stock by IWM, being those items subject to wear or deterioration and which may involve IWM in extended deliveries when replacements are required at some future date.
 - Procedures for fault finding.
 - Emergency procedures, including telephone numbers for emergency services.
- 151 PRESENTATION OF MANUAL: The Manual is to be contained in a series of A4 size, plastic covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled. Selected drawings needed to illustrate or locate items mentioned in the Manual, where larger than A4, are to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings. The main set(s) of as-built drawings may form annex (es) to the Manual.
- Provide 4 copies.

- 210 PROVISIONAL INFORMATION ON SERVICES:
Provide IWM with relevant drawings and preliminary performance data at the commencement of commissioning to enable IWM staff to familiarise themselves with the installation.
- 220 TRAINING OF IWM'S STAFF: Before Practical Completion explain and demonstrate to IWM's maintenance staff the purpose, function and operation of the installations including all items and procedures listed in the Building Manual. Include for not less than 2 operating days for this purpose.
- 230 SPARE PARTS: At least 4 weeks before Practical Completion submit to IWM a schedule of spare parts that the Contractor recommends should be obtained and kept in stock by IWM for maintenance of the services installations. State against each item the manufacturer's current price, including packaging and delivery to Site.
- 240 SPARE PARTS: Within 2 weeks of request submit to IWM a quotation, priced in detail, for the initial supply of spare parts, and including for:
- Checking receipt, marking and numbering in accordance with the schedule of spare parts.
 - Referencing to the plant and equipment list in Part 3 of the Building Manual.
 - Painting, greasing, etc. and packing to prevent deterioration during storage.
- 250 TOOLS: At Practical Completion provide two complete sets of tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Nominated Sub-contracts) together with suitable means of identifying, storing and securing same.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

The Contractor is to allow for all necessary management and staff to deliver the project defined in the contract documentation.

Any services or facilities required or provided by IWM are stated in Employer's Requirements above.

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

The Contractor will be provided with access to the mess room and welfare facilities free of charge.

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

The Contractor is to allow for all necessary services and facilities to deliver the project defined in the tender documentation.

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

The Contractor is to allow for all necessary mechanical plant to deliver the project defined in the tender documentation.

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

The Contractor is to allow for all necessary temporary works to deliver the project defined in the tender documentation.

A45 CONTRACTOR'S GENERAL COST ITEMS: HEALTH & SAFETY REQUIREMENTS

The Contractor is to allow for all necessary items required to deliver the project in a safe manner.

A50 WORK/PRODUCTS BY/ON BEHALF OF IWM

The Contractor should afford Third Party access for those acting on behalf of IWM for any preparatory or Site investigation works to enable IWM and Third Parties to procure the items of equipment.

A54 PROVISIONAL WORK/ITEMS

See Pricing Document.

A55 DAYWORKS

See Pricing Document.

5

Contract

CONTRACT

This Contract is between:

- **Imperial War Museum Trading Company** (as operated by the **Trustees of the Imperial War Museum**, a charitable corporation established by statute) whose office is situated at: Lambeth Road, London SE1 6HZ, hereby referred to as "**IWM**", and;
- **The Contractor** incorporated and registered in England and Wales with company number the Contractor whose registered office is at the Contractor, hereby referred to as "**the Contractor**".

To hereby be referred to for the duration of the Contract, individually as "**a Party**" or collectively as "**the Parties**".

1.0 Definitions

1.1 In these conditions "**the Contract**" means the agreement concluded between IWM and the Contractor including all specifications, plans, drawings and other documents which are relevant to the Contract and also such of these Conditions as are included in these terms and conditions of the Contract. In the event of any discrepancy between these conditions and any other terms, then these conditions will apply.

1.2 The following provisions shall have effect with respect to the interpretation of the Contract except where the context otherwise requires:

- "**Contract Price**" means the price exclusive of Value Added Tax, payable to the Contractor by IWM under the Contract for the full and proper performance by the Contractor of his part of the Contract as determined under the provision of the Contract;
- "**Days**" means calendar days unless otherwise indicated;
- "**Employees of IWM**" includes persons (and the personal representative of any person) who are employees of IWM when any relevant Personal Injury or Loss of Property occurred, even if he has ceased to be such before any payment in respect of the Personal Injury or Loss of Property is made, and where they have ceased to be such by reason of their deaths, include their personal representatives;
- "**Loss**" means destruction;
- "**Loss of Property**" includes damage to property, loss of profits and loss of use;
- "**Month**" means calendar month unless otherwise defined;
- "**Personal Injury**" includes sickness and death;
- "**Premises**" refers to IWM London, Lambeth Road, London SE1 6HZ;
- "**Services/Works**" mean all services/works which the Contractor is required under the Contract to supply;
- "**Specification**" means the description and specification attached to the tender, and;
- "**Sub-Contractor**" means any person, firm or company under contract to the Contractor to perform work or provide professional services and/or supply goods and includes any other person or persons taken as a partner or director by such person, firm or company during the currency of the Contract and the surviving member or members of any such firm or company.

- 1.3 The headings to these Conditions shall not affect the interpretation thereof.
- 1.4 Any notice or other communication whatsoever which either Party is required or authorised by the Contract to give or make to the other Party shall be seen to be given if sent by post in a prepaid letter addressed to the last known address of the other Party and that the letter is not returned undelivered by the Royal Mail shall be deemed for the purposes of the Contract to have given or made at the time at which the letter would in the ordinary course of post be delivered.
- 1.5 The masculine includes the feminine.
- 1.6 The singular includes the plural and vice versa.
- 1.7 Reference to any enactment, order, regulation or similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.

2.0 **Service**

Subject to the provisions of the Contract, the Contractor agrees to provide the Services set out in the Specification in consideration of the Contract Price.

3.0 **Recovery of Sums Due**

Whenever under the Contract any sums of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract.

4.0 **Value Added Tax**

IWM shall pay to the Contractor, in addition to the Contract Price, a sum equal to the Value Added Tax chargeable on the value of the supply of services provided in accordance with the Contract.

5.0 **Bankruptcy**

- 5.1 IWM may terminate the Contract by written notice having immediate effect if:
- (a) the Contractor undergoes a change of control, within the meaning of Section 416 of the Income and Corporation Taxes Act 1988, impacting adversely and materially on the performance of the Contract; or
 - (b) where the Contractor is an individual or a firm, any partner in the firm becomes bankrupt or has a receiving order or administration order made against him; or makes any compromise or arrangement with or for the benefit of his creditors; or appears unable to pay a debt within the meaning of Section 268 of the Insolvency Act 1986; or any similar event occurs under the law of any jurisdiction within the United Kingdom; or
 - (c) where the Contractor is a company, and shall pass a resolution or the Court makes an order that the Contractor shall be wound up otherwise than for the purpose of solvent reconstruction or amalgamation; or a receiver, manager or administrator is appointed on behalf of a creditor in respect of the Contractor's business or any part of it; or the Contractor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or any similar event occurs under the law of any other jurisdiction within the United Kingdom.
- 5.2 IWM may only exercise its right under clause 5.1(a) within 3 months after a change of control occurs and shall not be permitted to do so where it is agreed

in advance to the particular change of control that occurs. The Contractor shall notify IWM immediately when any change of control occurs.

- 5.3 The rights and obligations of the parties upon termination under this clause shall be the same as those for termination for default under clause 25 and provisions in clauses 25.6 and 25.7 shall apply.

6.0 Equal Opportunities Policy

- 6.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof relating to discrimination in employment.

- 6.2 The Contractor shall take all reasonable steps to secure the observance of the provisions pursuant to clause 6.1, hereof by all employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract.

7.0 Transfer & Sub-Letting

The Contractor shall not give, bargain, sell or assign, sub-let, sub-contract or otherwise dispose of the Contract or any part thereof of the benefit or advantage of the Contract or any part thereof without the prior written consent of IWM.

8.0 Payment of Sub-Contractors

Where the Contractor enters a sub-contract for the purposes of performing the Contract he shall cause a term to be included in each sub-contract which requires payment to be made to the sub-contractor within a specified period not exceeding 30 days from the receipt of the valid invoice as defined by the sub-contract requirements.

9.0 Corrupt Gifts and Payment of Commission

- 9.1 The Contractor shall not:
- (a) offer; or give; or agree to give to any person in the service of IWM any gift or consideration of any kind as an inducement or reward for doing or forbearing to do; or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for IWM's service or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the service of IWM, or;
 - (b) enter into this Contract in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to IWM.

9.2 Any breach of this clause by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts, 1889 to 1916, in relation to this Contract shall entitle IWM to determine the Contract and recover from the Contractor the amount of any loss resulting from such determination and/or to recover from the Contractor the amount or value of any such gift, consideration or commission.

9.3 In any dispute, difference or question arising in respect of:

- (a) the interpretation of this clause (except so far as the same may relate to the amount recoverable from the Contractor pursuant to sub-clause 9.2 in respect of any loss resulting from such determination of the Contract); or
- (b) the right of IWM to determine the Contract; or
- (c) the amount or value of any such gift, consideration or commission;

the decision of IWM shall be final and conclusive.

10.0 Drawings, Specifications & Other Data

10.1 Any drawing, specification or other data completed or provided in connection with this Contract shall become or remain the property of IWM and delivered to IWM upon completion or termination of the Contract.

10.2 All drawings must be submitted electronically in CAD .dwg format. All drawings shall be a size appropriate to show the detail to be depicted clearly without magnifying aids and shall conform to British Standards 1192 or 308 or equivalent as appropriate.

11.0 Use of Documents, Information etc.

11.1 Except with the consent in writing of IWM, the Contractor shall not disclose the Contract or any provision thereof to any person other than a person employed by the Contractor in the carrying out of the Contract or any other person concerned with the same. Such disclosure shall be made in confidence and extend so far as may be necessary for the purposes of the Contract.

11.2 Except with the consent in writing of IWM, the Contractor shall not make use of the Contract or any information issued or furnished by or on behalf of IWM otherwise than for the purpose of the Contract.

11.3 Any specification, plans, drawings, or any other documents issued by or on behalf of IWM for the purposes of the Contract remain the property of IWM, and must be returned upon completion of the Contract.

12.0 Disclosure of Information

12.1 The Contractor shall take every precaution to ensure that information about the Contract, or arising from or connected with the Contract, is divulged only to the minimum number of employees and then only to the extent essential to each person's action in carrying out the Contract. No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with the written permission of IWM to whom any press or other enquiry or other such matter should be referred.

12.2 The Contractor shall fully indemnify IWM, his employees or agents against the costs of dealing with any claims made in respect of information subject to the Data Protection Act 1998, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, his sub-contractors, agents or staff.

13.0 **English Law**

The Contract shall be considered as a Contract made in England and subject to the law of England.

14.0 **Arbitration**

All disputes, differences or questions between the Parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of IWM is under the Contract to be final and conclusive and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to the arbitration of 2 persons, one to be appointed by IWM and one by the Contractor, or their Umpire, in accordance with the provisions of the Arbitration Acts 1950, 1975 and 1979, or any statutory modification or re-enactment thereof for the time being in force.

15.0 **Approval for Admission to Premises**

15.1 The Contractor is responsible for ensuring that all their employees and any sub-contractors, agents etc. who are due to work at the Premises, for longer than four weeks in duration in the delivery of the Contract, whether in a continuous period, or over the duration of the Contract, have been security vetted to Basic level, as defined by Disclosure Scotland¹.

¹ Please note that Disclosure Scotland is the agency that all security vetting providers will approach to undertake the security vetting.

15.2 For contractor's with a small employee base, IWM will be prepared to undertake the security clearance on behalf of the contractor, provided that this is made known at the time of the appointment, and that this is agreed by IWM, and that the contractor agrees to pay the administration charge of £41 per clearance, that IWM is charged for this service.

15.3 This requirement will apply to an employee who has not worked at an IWM branch, within the previous 12 months.

15.4 A minimum of 48 hours before any individual commences work on the Premises, the Contractor is required to complete and submit the Security Notification Form (see Appendix 2) to the Technical Security Manager at IWM London.

15.5 Upon arrival at the Premises, each new employee must report individually to the Control Room with a copy of their certificate of proof of vetting, and some form of ID. IWM will note the details of the certificate of proof of vetting, but will not retain any documents.

15.6 IWM will accept a certificate of proof of vetting which is dated within 12 months of the date of their site commencement at IWM, although IWM reserves the right to request they are security vetted, at its discretion, which IWM agrees not to action unreasonably.

15.7 Failure to comply with this requirement could result in the employee not being

granted access to IWM.

- 15.8 IWM reserves the right to review this policy and request that any employee is security vetted to Basic level, as defined by Disclosure Scotland

16.0 Safety

- 16.1 The Contractor shall be responsible for the observance by himself, his employees and sub-contractors of all safety precautions necessary for the protection of himself, his employees, sub-contractors and any other person including all precautions required to be taken by or under any Act of Parliament including any regulations or bye-law of any local or other authority. He shall co-operate fully with IWM to ensure the proper discharge of these duties.
- 16.2 The Contractor must comply and abide with the CDM regulations at all times whilst employed within IWM on the fulfilment of this Contract.

17.0 Accidents to the Contractor's Employees or Agents

- 17.1 Accidents to the Contractor 's employees or agents which ordinarily require to be reported in accordance with the Health & Safety at Work Act 1974, shall be reported at the earliest opportunity to IWM, or his authorised representative at the time.
- 17.2 The Contractor will be expected to co-operate with any enquiry undertaken by IWM or any other authority, as a result of an accident.
- 17.3 The Contractor will be expected to observe all HSE procedures relating to reporting an accident/incident, occurring on the Premises in their fulfilment of the Contract.

18.0 Liability in Respect of Damage to IWM Property

The Contractor shall, except as otherwise provided for within the Contract, make good or, at the option of IWM, pay compensation for all damage occurring to any IWM property occasioned by the Contractor or by his employees, agents, suppliers or sub-contractors, arising from his or their presence on IWM Premises in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by his neglect or default or the neglect or default of his employees, agents or sub-contractors or by any circumstances within his or their control. The total liability of the Contractor shall be subject to a limit of £5m.

19.0 Default

- 19.1 Should the Services or any portion thereof not be carried out within the time or times specified within or under the Contract, IWM may without prejudice to any other remedies by notice in writing to the Contractor determine the Contract either in respect of the Services which have not been carried out in accordance with the Contract at the time of such determination or as respects all the Services to which the Contract relates other than those carried out in accordance with the Contract before that time hereinafter called a relevant determination, and in such case the Contractor shall not be entitled under the Contract to payment of any amount by way of compensation.
- 19.2 Where IWM have determined the Contract under clause 19.1, and without prejudice as aforesaid, IWM may obtain all or any of the Services as respects which the Contract is so determined by arranging for those

services to be carried out by alternative means and there shall be recoverable from the Contractor the amount by which the aggregate of the cost of obtaining Services in this way exceeds the amount which would have been payable to the Contractor in respect of all the Services so replaced if they had been carried out in accordance with the Contract.

19.3 In the event of the Contractor failing to carry out any Services in accordance with the Specification, IWM shall (without prejudice to any other remedy available) be entitled:

- (a) to deduct from any account rendered by the Contractor in respect of unsatisfactory Services such sum as IWM considers appropriate, and/or;
- (b) to have such Services carried out satisfactorily by other persons and in the meantime to debar the Contractor, his employees and agents from the Premises.

19.4 On the occurrence of a relevant determination the Contractor shall notwithstanding such determination co-operate in the transfer of the services to which the relevant determination relates to any alternative organisation under clause 19.2, in accordance with arrangements to be notified to the Contractor by IWM.

20.0 **The Contractor's Property**

All property of the Contractor whilst at the Premises shall remain so at the risk of the Contractor and IWM shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby except where any such loss or damage was caused or contributed to by any act, neglect or default of any employee of IWM at the Premises acting in the course of his employment. IWM shall accept liability to the extent to which such loss or damage is so caused or contributed to as aforesaid.

21.0 **Insurance**

21.1 The Contractor shall maintain for the duration of the Contract and for a period of 2 years following the expiration of the Contract (inclusive of any warranty period), the following insurance policies:

- Employer's Liability - £2m
- Public Liability - £5m

The Contractor is to ensure that all of its sub-contractor(s) have taken out similar insurance for the duration of their appointment.

21.2 The Contractor, if requested by IWM, must provide a copy of valid insurance pursuant to clause 21.1.

21.3 If, for whatever reason, the Contractor fails to comply with this clause, or without the approval of IWM obtains a different policy of insurance from that which he notified to IWM at the time when he submitted his tender, IWM may make alternative arrangements necessary to protect his interests and recover loss and damages from the Contractor.

21.4 The terms of any insurance or the amount of cover shall not relieve the Contractor or the Contractor's Personnel of any liabilities under the Contract.

22.0 **Quality of Fabricated Works**

22.1 Inspection

IWM may inspect or arrange for the inspection of the Fabricated Works, and/or the Materials, in course of production, at the Contractor's premises, at any reasonable time.

Without prejudice to IWM's right of inspection under this clause, IWM may inspect or arrange for the inspection of the completed Fabricated Works, at the Contractor 's premises or where the Fabricated Works have been produced, or after delivery, or as otherwise stated within the Contract Specification.

When IWM wish to exercise their right of inspection under this clause, the Contractor shall provide to IWM or their representative full and free access to the Fabricated Works.

22.2 Delivery

The Contractor shall deliver the Fabricated Works to IWM, at the time or times and at the place or places and in the manner specified within the Contract Specification, or in orders (written or printed) issued under the Contract.

When handing over the Fabricated Works in accordance with this clause, the Contractor shall:

- (a) ensure that the Fabricated Works are properly packed and secured as may be stipulated in the Contract and
- (b) comply with any additional instructions which from time to time IWM may give with regard to the transportation of the Fabricated Works, provided that any extra cost necessarily incurred in so doing shall be borne by IWM as an addition to the Contract Price.

If any of the Fabricated Works are rejected under clause 22.4, that item shall for the purposes of the Contract be considered as not having been delivered and the property in that item shall return to the Contractor from IWM provided that the Contractor has received notice of rejection.

22.3 Loss of or Damage to the Fabricated Works

The Contractor is responsible for the Fabricated Works and any materials, equipment fittings or things acquired or allocated by him for incorporation therein until delivery has been effected and Accepted in accordance with clause 22.5, and shall make good any loss of or damage to the Fabricated Works or any such materials, equipment fittings or things however occasioned which may occur before such delivery.

The Contractor offer a 12 months defect warranty on the Fabricated Works.

22.4 Rejection

IWM may reject any Fabricated Works which upon inspection in accordance with this clause is found not to conform to the requirements of the Contract.

When under this clause, IWM reject the Fabricated Works following its delivery, the Contractor shall at his own expense remove the rejected Fabricated Works from IWM within five working days from receipt of notification of rejection.

If the Contractor shall fail to remove the Fabricated Works within the stated time IWM retains the right to return the rejected Fabricated Works to the Contractor at the Contractor's risk and his expense.

When under this clause, IWM reject any Fabricated Works after delivery, the Contractor shall at his own expense deliver in the place of each and every rejected Fabricated Works, Fabricated Works which conforms with the requirements of the Contract and shall do so within the period for delivery stipulated in the Contract or within such further reasonable period as IWM may allow.

22.5 Acceptance

Acceptance of the Fabricated Works shall take place when IWM confirm acceptance of the Fabricated Works following installation.

22.6 Advanced Payment

The following clause is only applicable if IWM have made an advance payment to the Contractor, prior to the delivery and installation of the Fabricated Works.

- **Ownership** – upon the receipt of IWM's advance payment, all goods, materials, works-in-progress and/or the finished Fabricated Works ("**the Materials**"), held by the Contractor on behalf of IWM, must be clearly labelled as "**The property of Imperial War Museums**", wherever they are stored by the Contractor;
- **Location** - the Contractor is required to ensure IWM is advised of the location of the Materials at all times prior to their delivery to IWM;
- **Risk** – risk of damage, loss etc. in the Materials rests solely with the Contractor at all times, until the Materials have successfully been installed at the Premises;
- **Inspection** – clause 22.1 equally applies to the Materials as identified under this clause. If due to the location of the Materials, IWM or any of its representatives', is unable to view the Materials, the Contractor is required to provide photographic evidence of the condition of the Materials.

23.0 Injury to Person: Loss of Property

23.1 The Contractor will indemnify and hold IWM harmless from and against any and all legal liabilities for illness or injury or death to any employees of the IWM or the Contractor or any third party and for loss of or damage to the property of the IWM or the Contractor or the property of their personnel or any third party, and against all claims, costs, demands, proceedings and causes of action resulting directly therefrom, which are due to negligence on the part of the Contractor or its employees or agents or any failure by the Contractor or its employees or agents to perform any of its obligations under this Contract.

23.2 IWM will indemnify and hold the Contractor harmless from and against any and all legal liabilities for illness or injury or death to any employees of the Contractor or IWM or any third party and for loss of or damage to the property of the Contractor or IWM or the property of their personnel or any third party, and against all claims, costs, demands, proceedings and causes of action resulting directly therefrom, which are due to negligence on the part of IWM or its employees or agents or any failure by IWM or its employees or agents to perform any of its obligations under this Contract.

23.3 If the Contractor shows that any personal injury or loss of property to which this Condition applies was not caused nor contributed to by his neglect or default or by that of his employee, agents or sub-contractors, or by any circumstances within his control, he shall be under no liability under this Condition, and if he shows that the neglect or default of any person (not being his employee, agent or sub-contractor) was in part responsible for any personal injury or loss of property to which this Condition applies, the Contractor's liability under this Condition shall not extend to the share in the responsibility attributable to the neglect or default of that person:

- (a) IWM shall notify the Contractor of any claim or proceedings made or brought in respect of any personal injury or loss of property to which this Condition applies.
- (b) If the Contractor admits that he is liable wholly to indemnify IWM in respect of any such claim or proceedings and the claim or proceeding is not an expected claim, he, or, if he so desires, his insurers, shall be responsible, pursuant to clause 23.3 (c) for dealing with or settling that claim or proceeding.
- (c) If in connection with any such claim or proceeding with which the Contractor or his insurers are dealing, any matter or issue shall arise which involves or may involve any privilege or special right of the Crown (including any privilege or right in relation to the discovery or production of documents) the Contractor or his insurers shall before taking any action thereon, consult the legal adviser to IWM and act in relation thereto as may be required by IWM, and if either the Contractor or his insurers fail to comply with this clause, clause 23.3 (b) shall cease to apply.

23.4 Where any such claim or proceeding pursuant to clause 23.2 (a) or (b), is settled otherwise than by the Contractor or his insurers, he shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case and in particular to the damages which might be recoverable at law.

24.0 Observance of Regulations

24.1 The Contractor's representatives, when employed within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to Security arrangements) as may be in force for the conduct of personnel at the Premises. Details of such rules, regulations and requirements shall be provided, on request, by IWM.

24.2 Except as provided in this Contract neither the Contractor nor any of his employees or agents shall carry out any business or trading activity within the confines of the Premises. No advertisement, sign or notice of any description shall be exhibited on the Premises without prior approval, in writing, from IWM.

25.0 Break

25.1 If either Party is in breach of the terms of this Contract which is capable of remedy, the Party suffering the breach may at any time give the Party in breach written notice specifying details of the breach and requiring it to be remedied, or a solution to remedy to be submitted to them within 10 working days of their notification of the breach. If after the specified time given, the breach has not been remedied, or a solution to remedy has not been agreed, this Contract may be terminated by the Party suffering the breach, on giving not less than **one week's written notice** to the other Party.

25.2 In the event of such notice being given, IWM shall at any time before the

expiration of the notice be entitled to exercise and shall as soon as may be reasonably practicable within that period exercise such of the following powers as he considers expedient:

- (a) to direct the Contractor, where work has not been commenced, to refrain from commencing work;
- (b) to direct the Contractor to complete in accordance with the Contract all or any of the Services, or any part or component thereof, which shall be paid for at the agreed Contract Price, or, where no agreement exists, a fair and reasonable Price.

25.3 IWM shall indemnify the Contractor against any commitments, liabilities or expenditure which is reasonably and properly chargeable to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Contractor by reason of the determination of the Contract.

25.4 IWM shall not in any case be liable to pay under the provisions of this clause any sum which, when taken together with any sums paid or due or becoming due to the Contractor under the Contract, shall exceed the Contract Price.

25.5 If the Contractor or the Contractor's Personnel is convicted under a charge of bribery, then this Contract will be terminated with immediate effect, and the Contractor will be required to immediately terminate any works/services under this Contract, to ensure that all paperwork is completed and forwarded to IWM with immediate effect, and payment will only be made for works completed at the time of the termination.

25.6 Following termination of the Contract neither Party shall have any further rights or obligations in relation to the other Party except those stated in this clause, and in the clauses listed in clause 25.7 which shall continue to have full effect. Subject to the other provisions of this clause, termination shall not however affect the rights of action and remedies of the Parties which shall have accrued at the date of termination or shall thereafter accrue.

25.7 Clauses which shall apply under 25.6 shall be:

- Confidentiality
- Insurance
- Governing Law and Jurisdiction
- Freedom of Information Act 2000
- Anti-Bribery Act

26.0 Duration of Contract

26.1 The Services shall be provided during the period stated within the Specification subject to IWM rights of earlier termination under the Conditions of Contract.

26.2 IWM reserve the right to extend the Contract beyond the period stated in the Specification. Payment for any extension shall be based upon the Contract Price subject to fair and reasonable adjustment to be agreed between IWM and the Contractor. IWM must exercise any such extension by giving written notice to the Contractor.

27.0 Facilities Provided

27.1 The Contract is to ensure that all IWM facilities used by the Contractor, and any sub-contractors, is used with reasonable care at all times, to ensure that these facilities are fit for other users at all times.

- 27.2 The Contractor shall ensure that all utility services are used with due regard to the need for the efficient use and conservation of supplies. The Contractor shall observe any instructions issued by IWM in this connection.
- 27.3 Continuity of electricity, heating, water supplies and sewerage is not guaranteed and no liability will be accepted by IWM for shut-down or restrictions due to any cause whatsoever.
- 27.4 The Contractor are not responsible for the maintenance of utility services to the Site, and any failure to provide these services during the installation works, will not be considered as a contract delay, and any impacts will be considered in relation to the contract completion date.

28.0 Variation of Requirement

- 28.1 IWM reserve the right to vary the requirements of the Contract as detailed within the Specification should this at any time become necessary. In the event of any variation of the contractual requirement, payment under the Contract shall be subject to fair and reasonable adjustment to be agreed between IWM and the Contractor.
- 28.2 Any variation of any provision of the Contract must be effected in writing by IWM and no purported variation by any other means shall bind IWM.

29.0 Contractor's Organisation

- 29.1 The Contractor shall provide and maintain an organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the Specification.
- 29.2 All personnel deployed on work relating to the Contract must have appropriate qualifications and competence and in all respects be acceptable to IWM.
- 29.3 The Contractor shall take all reasonable steps to avoid changes of personnel assigned to and accepted for the work under the Contract except whenever changes are unavoidable or of a temporary nature caused by sickness etc. the Contractor shall give at least one month's notice to IWM of proposals to change key personnel. Clauses 29.1 & 2 apply to the replacement personnel.

30.0 Contract Documents

In any case of discrepancy between these Conditions and other documents forming part of the Contract, these Conditions shall prevail unless the inconsistent provision of such document is expressed to be, or if the context indicates it to be, an amendment of these Conditions.

31.0 Variations of Contract

Any variation of any provision of this Contract must be effected in writing issued by IWM, and no purported variation by any other means shall bind IWM. All variations to this Contract will be submitted in writing to the Contractor using the Variation Notice shown as Appendix 1 to these conditions of contract.

32.0 Monitoring & Liaison Meeting

- 32.1 The Contractor shall be responsible for monitoring his performance of the Contract and provide IWM with full particulars of any aspects of his said performance that fail to meet the requirements of the Contract unless

otherwise notified in writing by IWM.

- 32.2 The Contractor shall taking into account all requirements arising from the Contract issue appropriate operating and procedural instructions in writing to all staff engaged on the Contract and provide copies to IWM by not later than the date of issue of the Certificate of Practical Completion of the Works. The Contractor shall provide copies to IWM of any instructions that withdraw, notify or supplement any instructions previously in force within FIVE days of the issue of any such instructions.
- 32.3 The Contractor shall maintain such records in respect of the Contract as IWM may reasonably require and shall on request produce them for inspection by IWM.
- 32.4 The Contractor shall make available such records for the use of IWM when required. They shall not be released, published or disposed of without the prior written approval of IWM.
- 32.5 The Contractor shall as required by IWM make written submissions or oral presentations of the Works delivered under this Contract in aid of any review of policy or of the conduct of business at the Premises. Liaison meetings between IWM and the Contractor shall be held as required by IWM and the Contractor. IWM will make the necessary arrangements for these meetings that will be held at the offices of IWM. A record of all such meetings shall be made by the Contractor and shall be provided to IWM.
- 32.6 The Contractor shall arrange for the attendance of such members of his staff and those of his sub-contractors or his agents who may be required by IWM to attend as witnesses any Board of Enquiry or similar proceedings.

33.0 **Price**

Unless otherwise stated in the Contract, the Price shall be the total price for the Services including the cost of all labour, materials, equipment, holiday relief or substitute as and when necessary, overheads and all other costs of the Contractor in connection with the Contract for full and proper performance by the Contractor.

34.0 **Payment**

- 34.1 Payments will be claimed through valuation process. Itemised claims accompanied by all necessary documentation shall be submitted to IWM for scrutiny and approval. Payment shall be made against certification of satisfactory performance signed by IWM. Payments may be withheld or reduced by IWM in the event of unsatisfactory performance without prejudice to the other rights of IWM under the Contract.
- 34.2 Retention will be **5%** of the agreed Contract Sum for a period of one calendar year from the date of Practical Completion.
- 34.3 When it is the opinion of IWM that the works have been practically completed he shall issue a Certificate of Practical Completion stating the date upon which the Works had been so practically completed. IWM shall pay the Contractor within 30 days of the date of issue of the Certificate of Practical Completion.
- 34.4 The defects period begins on the day after the date specified in the Certificate of Practical Completion as the date of Practical Completion.

If no defects appear within the Defects Period, or when all defects specified in the Schedule of Defects prepared by IWM within 14 days of the expiry of the Defects Period have been rectified, IWM shall issue a Final Certificate. IWM shall within 30 days of the date of issue of the said Certificate pay to the Contractor such sum as represents the Contract Price plus any additional sums due under the agreement to the Contractor less any payments previously made to the Contractor and less any liquidated damages due to IWM.

35.0 Completion of Works on the Premises

- 35.1 The Contractor is required to provide a programme of works indicating the sequencing of the operations; the envisaged timescale for the works; and the labour resource levels to be applied to the Contract based upon the Specification.
- 35.2 The Contractor will be expected to provide updated work programmes on a regular basis throughout the Contract.
- 35.3 The Contractor will be expected to commence the Premises works within 2 weeks of notification and upon receipt of the Order for the Works.
- 35.4 Prior to commencing works on the Premises, the Contractor must liaise and agree with IWM the start date; finish date; working hours; the Premises access and any other matters arising.
- 35.5 The Contractor shall inform IWM at least 2 clear working days prior to the intention of commencing works on the Premises.
- 35.6 There will be a response time of 24 hours during the defects liability period.

36.0 Practical Completion

IWM shall certify the date when in his opinion the works have reached practical completion.

37.0 Defects Liability

- 37.1 Any defects, excessive shrinkages or other faults to the Works which appear within 12 months of the date of practical completion, whichever is sooner, and are due to materials or workmanship not in accordance with the Contract shall be made good by the Contractor entirely at his own cost unless IWM shall otherwise instruct.
- 37.2 IWM shall certify the date when in his opinion the Contractor's obligations under this clause have been discharged.

38.0 Defects in Existing Structure

Defects in the existing structure are to be notified to IWM without delay. Instructions are to be obtained from IWM before proceeding with any remedial works that may cover up or otherwise hide defective components/building fabric.

39.0 Proposals for Rectification

- 39.1 As soon as possible after any part(s) of the Works or any products are known not to be in accordance with the Contract or appear that they may not be in accordance, the Contractor is to submit proposals to IWM for opening up,

inspection, testing, making good, adjustment of the Contract Sum, or removal and re- execution.

39.2 Where such proposals may be unacceptable to IWM, IWM will have the authority to issue and have alternative instructions carried out.

40.0 **Extensions of Contract Period**

If it becomes apparent that the Works will not be completed by the agreed date for completion, or any later date fixed in accordance with the provisions of this clause, for reasons beyond the control of the Contractor, including compliance with any instruction of IWM under this Contract whose issue is not due to a default of the Contractor then the Contractor shall thereupon in writing so notify IWM who shall make, in writing such extension of time for completion as may be reasonable.

Reasons within the control of the Contractor include any default of the Contractor or of others employed or engaged by or under him for or in connection with the Works and of any supplier of goods or materials for the Works.

41.0 **Liquidated Damages**

If the Works are not completed by the completion date inserted in the Contract, or by any later completion date agreed between IWM and the Contractor under the terms of this Contract, and such delay can be demonstrated to be caused by the Contractor, the Contractor shall pay or allow to IWM liquidated damages at the rate of **£1,000 per day** or part thereof between the aforesaid completion date and the date of practical completion. IWM may deduct such liquidated damages from any monies due to the Contractor under this Contract or he may recover them from the Contractor as a debt. Liquidated damages shall not be payable by the Contractor in the event that the programme has been delayed by IWM or their designers.

42.0 **The Work**

42.1 The Work will be the subject of separate schedule(s) and/or Specification(s) and any drawing(s) as the case may be and shall be appended to this document.

42.2 Subject to an agreed programme all works shall be completed on a continuous basis.

43.0 **Pricing of Schedules**

43.1 Figures submitted are deemed to include costs for all plant, equipment, scaffolding, materials and labour etc. necessary to complete the Contract.

43.2 Any discrepancies in the Specification must be brought to the attention of IWM prior to the submission of figures.

43.3 The Contractor shall install only those materials and fittings as listed in the Specification.

43.4 When the Contractor is unable to procure the specified materials/fittings, the Contractor must notify IWM advising of an alternative product, along with the appropriate supporting documentation.

43.5 If the alternative product is accepted, IWM will issue written authorisation to

the Contractor. The Contractor is not to purchase any alternative product prior to receiving the written authorisation of IWM. If the Contractor procures any of the alternative product prior to the approval of the Designated Officer this is at the Contractor's risk, as IWM retains the right not to accept the alternative product.

44.0 Hours of Work

- 44.1 IWM may specify the period which the Contractor shall carry out his operations and work shall be carried out in such a manner that the business of IWM suffers minimal interference. In the event that the Contractor wishes to work outside normal working hours for his own benefit such work shall be subject to IWM's approval and any additional costs arising therefrom shall be borne by the Contractor.
- 44.2 The Contractor must provide a minimum of 2 days' notice of a request to work outside normal working hours. Even if the request is approved, IWM still retains the right to cancel the arrangement.
- 44.3 The Contractor shall ascertain from IWM when the Premises will be closed for public holidays etc. when apart from exceptions set out in clause 44.1, entry will not be permitted.

45.0 Availability of Information

- 45.1 The Contractor shall at all times during the course of the Contract and for a period of two years after final payment of all sums due under the Contract maintain in accordance with his normal procedures, a record of the costs incurred by him in the execution of the Contract including, for example, details of times taken and of wage rates paid, and such further particulars reasonably specified by IWM as being necessary for the purpose of determining such costs with reasonable accuracy.
- 45.2 At the time before the expiry of the period pursuant to clause 45.1, the Contractor shall, when requested by IWM, furnish a summary of any such costs mentioned in such form and detail as IWM may reasonably require, and afford such facilities as IWM may reasonably require for his representatives to visit the Contractor's premises and examine the records under this clause.

46.0 Transfer of Responsibility

- 46.1 In the event that a different organisation is required to take on the Service/Works at the expiry or termination of the Contract, the Contractor shall co-operate in the transfer under arrangements to be notified to him by the IWM.
- 46.2 The transfer shall be arranged between IWM and the Contractor so as to reduce to a minimum any interruption to the Services

47.0 Quality Assurance

The Contractor shall ensure that all Services carried out under the Contract and performed by suitable qualified persons and that British Standards, or equivalent Specifications where such exist, are used unless otherwise agreed in writing by IWM.

48.0 Statutory Requirements

- 48.1 The Contractor shall comply with all local and national statutory requirements relating to the Works and shall pay for any and all fees and charges in respect of all such costs.
- 48.2 In this Contract, the term ‘Statutory Requirement ‘ includes any Act of Parliament and Order, Act, Regulation, Instrument, Notice, Byelaw or Requirement made or authorised by or under any Act of Parliament and includes the requirements of any statutory undertaking affected or likely to be affected by the Works or the proposed works.

49.0 Freedom of Information Act 2000

- 49.1 The Contractor acknowledges that IWM is subject to the requirements of the Freedom of Information Act (“**FOIA**”) and the Environmental Information Regulations (“**EIRs**”). The Contractor shall, at its own expense, assist and cooperate with IWM to enable IWM to comply with its information disclosure obligations.
- 49.2 Where the Contractor holds on behalf of IWM information that is subject to the FOIA and EIR, the Contractor shall and shall procure that its sub-contractors shall:
- (a) transfer any request for information received by the Contractor to IWM as soon as practicable after receipt and in any event within two working days of receiving a request for information;
 - (b) provide IWM with a copy of all Information in its possession, or power in the form that IWM requires within five Working Days (or such other period as IWM may specify) of IWM’s request; and,
 - (c) provide all necessary assistance, as reasonably requested by IWM to enable IWM to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 49.3 IWM shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other contract whether the Commercially Sensitive Information and/or any other Information is

exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations

49.4 The Contractor shall only respond to a Request for Information unless this has been submitted by a nominated representative of IWM.

49.5 The Contractor acknowledges that (notwithstanding the provisions of clause 49) IWM may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“**the Code**”), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services in certain circumstances:

- (a) without consulting the Contractor; or
- (b) following consultation with the Contractor and having taken their views into account;

provided always that where clause 49.5(a) applies IWM shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor’ attention after any such disclosure.

49.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit IWM to inspect such records as requested from time to time.

49.7 The Contractor acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that IWM may be obliged to disclose it in accordance with this clause 49.

50.0 **Occupied Premises**

The Works are to be carried out on occupied premises with the minimum of inconvenience, nuisance and/or danger to the occupants and other users.

51.0 **Materials and Workmanship**

51.1 Materials and Workmanship shall be of the highest order.

51.2 Only operatives skilled in their respective trades are to be employed on the Premises during the execution of the Works with the exception of apprentices in training and labourer’s as required for moving equipment etc.

51.3 All work undertaken will comply with the relevant British Standard Code of Practice and/or the Manufacturer’s Fixing and Fitting Instructions.

51.4 Materials may be stored on-the Premises only with the prior agreement of IWM during the progress of the Works. Materials must be stored safely and in accordance with the manufacturer’s instructions.

52.0 **Temporary Works**

52.1 The Contractor shall provide ladders, steps, trestles, scaffolding and platforms as necessary for the complete execution of the Work.

52.2 The Contractor shall provide covers and dustsheets as necessary to protect floors, carpets, tables, fittings and furnishings, as requested by IWM.

52.3 The Contractor shall provide adequate temporary lighting to all work areas during the progress of the works.

52.4 The Contractor shall provide all mandatory the Premises safety signage during the progress of the works.

53.0 Protection of IWM Property

53.1 The Contractor must protect and maintain all services and make good any damage(s) caused by reason of the Works.

53.2 The Contractor must protect existing buildings, fences, gates, walls, internal furniture and fittings etc. and other the Premises features.

53.3 The Contractor must ensure that no damage is caused to roads, paved areas, paths, trees, shrubs and lawns, the Premises drainage and covers.

53.4 The Contractor must ensure that no unused paint is tipped into the drainage system, and the Premises access routes are to be kept clear of all builders' plant, materials and other debris.

54.0 Fire Precautions

54.1 The Contractor is to take all reasonable precautions to prevent loss or damage from fire, and to maintain fire points within the area of the works. Locations and number of units are to be agreed with IWM.

54.2 Any fire-fighting equipment provided by the Contractor is to be inspected, before deployment, by IWM.

54.3 All flammable paints shall be stored in metal containers and in an approved location.

54.4 The use of naked flames stripping equipment or hot air guns above 450°C air temperature is not permitted.

55.0 Ownership

Materials arising from the alteration works are to become the property of the Contractor except where otherwise stated. All such materials arising shall be removed from the Premises as the Works proceed.

56.0 Cleaning On Completion

The Contractor shall ensure that they clean the works thoroughly, removing all splashes, deposits, rubbish and surplus materials from fittings and glass, and clearance of the Premises.

57.0 Safety, Health & Welfare

The Contractor, his employees, his sub-contractors and/or his agents, shall comply with current enactments, regulations and working rules relating to safety of employees and the general public, and the health and welfare of all employees and persons visiting the Premises.

58.0 **Waiver**

No whole or partial waiver of any breach of this Contract shall be held to be a waiver of any other or any subsequent breach. The whole or partial failure of either party to enforce at any time the provisions within this Contract shall no way be construed to be a waiver of such provisions nor in any way affect the validity of this Contract or any part of it, or the right of either party to enforce subsequently each and every provision.

59.0 **Force Majeure**

- 59.1 Neither Party shall be liable to the other Party by reason of any failure or delay in performing its obligations under the Contract which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay.
- 59.2 If either Party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that Party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates that the failure or delay will continue.
- 59.3 For the purpose of this Contract “**Force Majeure**” means any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventive action by the Party concerned, but shall not include industrial action occurring within the Contractor’s organisation or within any sub-contractor’s organisation.
- 59.4 Any failure or delay by the Contractor in performing his obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded in complying with an obligation to the Contractor by Force Majeure.

60.0 **Severance**

If any part of this Contract, is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Contract, which will continue to be valid and enforceable to the fullest extent permitted by law. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall promptly commence good faith negotiations to remedy such invalidity.

61.0 **Assignability and Transferability**

Neither Party, may assign any rights under this Contract, without the written consent of the other Party, which is not to be unreasonably withheld, and any attempt to do without that consent shall be void.

62.0 Entire Contract

62.1 This Contract is the complete and exclusive statement of the Contract between the Parties relating to the subject matter of this Contract which supersedes all previous communications, contracts and other arrangements, written or oral.

62.2 The Parties hereto are independent organisations, and nothing herein contained shall constitute to create a partnership, agency or joint venture between the Parties.

63.0 Anti-Bribery

63.1 The Contractor is aware of IWM's obligation to comply with the anti-bribery rules relevant to the contracting parties, and represents that it will not use money or other consideration, paid by IWM for unlawful purposes, including purposes violating anti-bribery laws including the Bribery Act 6310, such as make or cause to be made direct or indirect payments to any public official in order to assist IWM or any group member organisation or anyone acting on their behalf in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.

63.2 The Contractor hereby declares that:

- its members, officers, owners or employees are not public officials;
- it does not and will not employ or otherwise compensate any public officials or make or cause another to make any direct or indirect offers of payments to any public officials, for the purpose of influencing or inducing any decision for the benefit of IWM and it will not employ any sub-contractor, consultant, agent or representative in connection with this Contract without a documented examination of his person, reputation and integrity, and;
- it will not employ any sub-contractor, consultant, agent or representative who does not comply with the anti-corruption rules and if such a violation comes to its attention to inform IWM immediately.

63.3 IWM may immediately terminate this Contract if the Contractor violates any of the anti- corruption laws and the provisions as defined in this clause.

63.4 The Contractor agrees to comply fully with all applicable anti-bribery laws, including those in the jurisdiction where they are registered and the jurisdiction where the relevant contract will be performed (if different), and to comply with IWM's Anti- Bribery Policy.

63.5 The Contractor represents that:

- he or she or, as the case may be, the authorised representatives of the Contractor presently is/are not, and during the life of the Contract will not become, an official or employee of the relevant country's government or of a political party in the country;
- he/she/they will disclose any such appointment immediately to IWM, and;
- such appointment may result in the termination of the Contract.

- 63.6 The Contractor agrees that all payments made to the Contractor will be made only after receipt by IWM of a detailed and accurate invoice supported by detailed records. IWM will make all payments under this Contract in Pounds Sterling, only by bank transfer to the account of the Contractor at a financial institution within the United Kingdom.
- 63.7 The Contractor agrees to keep accurate books, accounts, records and invoices and agrees that IWM is entitled, with the help of outside auditors if it deems necessary, to audit all books, accounts, records and invoices and accompanying documentation of the Contractor for compliance with any applicable anti- bribery laws and that the Contractor will cooperate fully in any such audit.
- 63.8 The Contractor's failure to comply with all applicable anti-bribery laws or IWM's Anti- Bribery Policy will be deemed to be a material breach of the Contract entitling IWM to terminate the Contract. In the event the Contractor will surrender any claim for payment under the Contract including payment for savvies previously performed.
- 63.9 IWM may also terminate the Contract or suspend or withhold payment if it has a good faith belief that the Contractor has violated, intends to violate, or has caused a violation of any anti-bribery laws. IWM will not be liable for any claims, losses or damages arising from or related to failure by the Contractor under this clause, and the Contractor will indemnify and hold IWM harmless against any such claims, losses or damages.



**Appendix 1
VARIATION TO CONTRACT
Contract Title:**

Contract Ref: IWM/Exh/1747 Variation no: Date:

Between:

The Trustees of the Imperial War Museum (hereinafter called “IWM”) and xxxxxxxx (hereinafter called “the Contractor”)

1. The Contract is varied as follows:

Details of Variation:

Variation effective from:

2. Words and expressions in this Variation shall have the meaning given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: **IWM**

For: **Contractor**

Signed:

Signed:

Full Name:

Full Name:

Position:

Position:

Pricing Document

6.1.

Main Summary

Pricing Document

6.2.

Preliminaries

Pricing Document

6.3.

Pricing Schedule

Pricing Document

6.4.

Schedule of Dayworks

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Tender Drawings

8

Design Specification



DESIGN SPECIFICATION AGE OF TERROR

AGE OF TERROR EXHIBITION

Gallery D36/ D30 / D East / D West
D Floor

IWM London
Lambeth Road
London SE1 6HZ
www.iwm.org.uk

Specification for Set Works (including graphics)
Prepared by: IWM London (Design)

Issued: 27 June 2017 (as part of main tender document)

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PROJECT CONTEXT

Imperial War Museums London (IWML)

IWML has been in its current location, the central portion of the historic building that housed the former Bethlem Royal Hospital, since 1936. A major redevelopment commenced in 1989, resulting in the creation of a central atrium and new galleries through the infill of the original courtyard. Further additions, such as an education suite, the Holocaust Exhibition, and the Lord Ashcroft Gallery, subsequently took place, before the new development, with new First World War gallery and reconfigured Atrium galleries was completed and opened to the public in 2014.

Note that IWM London has Grade II listed status.

Imperial War Museums (IWM)

Imperial War Museums is the world's leading authority on conflict and its impact, focusing on the United Kingdom, its former Empire and the Commonwealth, from the First World War to the present. Through the powerful stories and experiences in its unique collections, IWM's vision is to enrich people's understanding of the causes, course and consequences of war and conflict. IWM has five branches: IWM London, its flagship branch, the Churchill War Rooms in Whitehall, HMS *Belfast*, moored in the Pool of London, IWM Duxford, near Cambridge, and IWM North in Trafford.

Age of Terror

Age of Terror is a contemporary art exhibition containing works by over 40 artists across a range of media. This exhibition will be the largest contemporary art exhibition IWM and take place over multiple gallery spaces on level 3.

The overarching focus of the exhibition is an exploration of a post 9/11 state of mind in the western world through contemporary art. The world witnessed the horror of the 9/11 attacks and responded with an increased level of fear and suspicion. The threat of terrorism, and the control measures put in place to manage it have come to shape everyday lives.

It is located in the D36 and D30 (formerly Singer Sargent) Galleries, D East and D West art galleries on the 3rd floor of the museum.

PROJECT LIFESPAN

The proposed installation is a temporary display and it should be assumed that the units will remain in position for 8 months from point of practical completion. All fixings and materials used by the SWC in construction should take account of this requirement. Additionally, materials should be able to sustain wear and tear and be finished to the highest possible standard, with due consideration for health and safety.

SCOPE OF WORKS

The successful set works contractor will provide the services of principal contractor and will appoint, co-ordinate and manage the graphics contractor and liaise and assist IWM Hardware and Software internal team.

The scope of works for the fit-out of the above exhibition as outlined within this specification is:

Strip out of the existing galleries (including D30, D36 and D West)

Fit Out works including :

- Partition walls
- Bespoke joinery
- graphic production and installation
- electrical, data and lighting installation
- Decoration of perimeter walls to full height of 5m
- Suspended ceilings in selected film screening areas

Work to be completed by other concurrent with contract

- The Fit out Contractor is to afford (sub-) contractors of the museum all reasonable rights to access/egress to the site to undertake any necessary works.

Preparatory work to be completed by others

- Museum object decanting of the existing gallery
- Museum object installation for Age of Terror (completed at end of construction phase)

Other works to be completed by IWM internal workshop:

- Strip out of Age of Terror post completion
- Construction of desk and partition wall in "Intro"
- AV Hardware and Software installation
- Construction of plinths
- Installation of picture mounts
- Display cases

DEFINITIONS, ABBREVIATIONS AND INTERPRETATIONS

ABBREVIATIONS

This specification will use the following abbreviations:

SWC	Set Works Contractor
GC	Graphics Contractor
LD	Lighting Designer

IWML (PM)	IWM London Production Manager
IWML (Des)	IWM London Design
IWML (Con)	IWM Care & Conservation
IWML (Sec)	IWM London Security
IWML (Fac)	IWM London Facilities
IWML (Tec)	IWM London Technicians
IWML (Ele)	IWM London Electricians – FM
IWML (AVIM)	IWM London AV Interpretation Manager
IWML (AVHW)	IWM London AV Hardware technician
IWML (AVSW)	IWM London AV Software technician
IWML (WS)	IWM London Workshop

CONTEXT

The proposed installation is a temporary display and it should be assumed that the units will remain in position for 8 months from point of practical completion. All fixings and materials used by the SWC in construction should take account of this requirement. Additionally, materials should be able to sustain wear and tear and be finished to the highest possible standard, with due consideration for health and safety.

INSTRUCTIONS

All instructions will come from IWML (PM). All instructions on the project are to go through IWML (PM).

GLOSSARY OF TERMS

FIX ONLY: means all labours in unloading, handling, storing and fixing in position, including use of all plant.

SUPPLY AND FIX: Unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.

REMOVE: means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings, and bedding materials, and dispose of unwanted materials. It does not include removing associated pipework, wiring, ductwork or other services.

REPLACE: means remove the stated existing components, features and finishes. Provide and fit new components, features or finishes, which, unless specified otherwise, must match those, which have been removed. Make good as necessary.

REPAIR: means carry out local remedial work to components, features and finishes as found in the existing building. Re-secure, re-fix or redecorate as necessary and leave in a sound and neat condition. It does not include replacement of components or parts of components.

MAKE GOOD: means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include replacement of components or parts of component. The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.

EASE: means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.

TO MATCH EXISTING: means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of IWML (Des)/IWML (PM).

MATERIALS, FINISHES & FIXINGS

All materials selected must meet the specifications set out here in this document (including Graphics Specification). IWM reserves the right to reject any proposed materials if they are deemed to deleterious to collection items. A list of materials to be used by the SWC or GC (including product name, manufacturer and where relevant, specific product code) must be supplied with all shop drawings. Any bespoke materials may require additional testing by IWM Con which will require a minimum of 8 weeks)

BRITISH STANDARD PRODUCTS

Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering notify the IWML (PM) / IWML (Des) of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

PESTS

Any hidden void spaces should either be completely sealed to prevent ingress of dust and debris. Access panels should be provided to allow IWML maintenance to check for the build-up of pests.

FIRE REGULATIONS

The materials used within the exhibition must comply with the latest issued Fire Regulations. Full compliance must be achieved for all items manufactured and supplied by the SWC. Test certificates for all materials used must be provided by the SWC at the outset of the contract for presentation to the Fire Officer.

Unless otherwise specified, the Euroclass B s3 d2 material fire-rating standard is to be met throughout for all large, static, wall-fixed items, setworks / furniture items / components. However, the SWC is required to identify instances where Euroclass C materials are to be used for these types of items, when Euroclass B materials are not practicable.

MATERIALS SPECIFICATION

Structural Stability: The main purpose of the design drawings is to show the profiles and finishes. The framework shown is notional and alternative methods of construction will be discussed with the successful tenderer. However, it will be deemed that the SWC will not manufacture or fit any part of the contract unless he (the SWC) is satisfied with the structural durability and practicability. All structures must satisfy the requirements of Construction (Design and Management) Regulations (2015).

JOINERY AND SETWORK WALLS

Preparation of timber All timber shall be seasoned (may be kiln dried) and properly prepared, it should be straight flat and free from torn grain or other blemishes. Except for rough-sawn timber of specified, timber faces which are exposed in the normal course of usage shall have all the machine marks removed and brought to a finely sanded finished surface. This standard of finish shall be applied to all veneered and solid hardwood/softwood finishes.

Setwork walls shall be filled and sanded and free of any blemish or raised grain and with smooth edges. All sharp arrises to be removed.

Timber on timber-based material must not be less than Euroclass B s3 d2 throughout its total thickness, and should achieve Euroclass B s3 d2 standards, where feasible.

Euroclass B s3 d2 standard is required to be met for timber used for large, static, wall-fixed items. The SWC is required to identify instances where Euroclass C materials are to be used for these types of items, when Euroclass B materials are not practicable.

It may be permissible to treat the timber using an impregnated approved fire retardant. SWC to supply details for the Fire Officer's approval.

Purpose-made joinery: Timber should be sourced from sustainably-managed forests. Fabrication standard: Euroclass B s3 d2. Sections should be accurate in profile and length, and free from twist and bowing. Machined surfaces are to be smooth and free from tearing, wooliness, chip bruising and any other machining. Joints should be tight and close-fitting.

Assembled components will be rigid and free from distortion. Provide pilot holes for screws; sink heads of countersink screws at least 2 mm below timber surfaces visible in completed work. Maintain the moisture content of timber and wood based products within the range specified for the component during manufacture and storage.

Finishing to joinery surfaces should be smooth, even and suitable to receive finishes. Arrises should be eased unless shown otherwise on drawings. Seal end grain in external components with primer or sealer and allow to dry before assembly.

Plywood: Where visible, to be best quality birch ply (defect-free, without knots, clean faces). Must meet Euroclass B s3 d2 standards. To be selected with no damage to end-grain as possible from cutting. To be sanded smooth and small permitted blemishes filled with proprietary filler, coloured to match wood colour.

Where not visible plywood to be of prime structurally sound quality, free from warping, twisting or movement.

Unless otherwise specified all plywood used should conform to Euroclass B s3 d2 fire resistance, in line with the details stipulated in point 5.1.1, above. SWC to advise on thickness of plywood to suit each application, detail drawings are indicative.

Medium Density Fibreboard: Unless specified otherwise, all MDF boarding shall be fire-rated conforming to Euroclass B s3 d2, in line with details above, and used in accordance with the manufacturer's specification. All faces and edges of MDF shall be sealed with paint unless otherwise specified. No surplus, un-used MDF shall be stored on site. SWC to advise on thickness of MDF to suit each application, detail drawings are indicative.

Soft wood framing: Framing should be set at suitable centres for each application, SWC to advise, drawings are indicative only. All soft wood framing used should be treated to conform to minimum Euroclass B s3 d2 fire resistance, in line with the details above.

SOUND ABSORBING PANELS

Profiled acoustic foam panels: Allow for fire-rated Euroclass B s3 d2 cellular 25mm THK acoustic foam panels, wrapped in Fire Rated fabric covering, to line interior of existing mini-theatre spaces.

PROJECTION SURFACES

Fire rated MDF panels painted with projection surface paint. To be fixed to main setwork wall with timber batons with no visible fixings. MDF to meet euroclass standards as set out above

SUSPENDED CEILINGS

Required for AV film screening areas as indicated on drawings. Fire rated lightweight cotton to be fixed to partition tops and stretched to measure fabric is taught and even. Fabric must meet Euroclass B s3 d2 standards

AV HOUSING AND SHELVES

The SWC will be required to incorporate shelves and housing for selected AV units within new setworks as indicated. The IWML AV will supply and install all items for AV hardware use (e.g. projectors, monitors). Co-ordination will be required to ensure all openings sizes, cable runs, access panels, ventilation for equipment etc. are adequate and fit for purpose. All openings to be secured with budget lock so that they are not accessible to members of the public

POWER AND DATA

Installation of all power and data cable runs as per set out drawing, Plus the removal of old, redundant cable runs, where necessary (i.e if they are visible or cause an obstruction). The SWC or subcontractor will be required to provide electrical test certificates along with final set out drawing for all new cable runs

PAINTING AND COATINGS

Preparation: Fabrication should be complete, and fixing holes drilled before applying coatings. All paint, grease, flux, rust, burrs and sharp arises are to be removed.

Preparation to Euroclass B s3 d2

Preparation materials should be types recommended by their manufacturers and the coating manufacturer for the situation and surfaces being prepared. Substrates will be sufficiently dry in depth to suit the coating.

Abrade surface irregularities to a smooth finish. Dust, particles and residues from abrasion should meet application standard BS 6150, Section 5. Maintain suitable temperature, humidity and air quality during application and drying.

Surfaces to be clean and dry at time of application. Thinning and intermixing of coatings should only be done as recommended by manufacturer. Priming coats should be of a thickness to suit the surface porosity. The finish should be smooth and of uniform colour, free from sags, runs and other defects. Cut in neatly.

Painting: Use only premium quality paints (Dulux Trade or other approved brands) exactly as specified from approved manufacturers. Do not mix paints from different manufacturers. Deliver all paints to site in the manufacturer's labelled and unopened containers. All spare paint must be carefully labelled according to the area used and paint reference number to allow for future touching up, etc.

Fill joints with approved filler and sand down all timber and MDF surfaces. Lightly rub down where directed priming and undercoats with abrasive paper to remove surface nibs. Dust off before applying next coat.

Cut in neatly and cleanly. Do not splash or mark adjacent surfaces.

Painted woodwork: apply 1 no. primer, 1 no. undercoat and 2 no. topcoats when using oil based paints, eggshell.

Spray painting: unless specified otherwise all painting to be undertaken in the SWC's workshop using spray-painting equipment. Hard spray finish 2 pack acid catalyst lacquer where specified.

Brush Painting: unless specified otherwise brush painting only to be used with IWML (Des) and IWML (PM) approval. Lay off all areas evenly and ensure that brush marks have been minimised.

Fine roller painting: apply 1 no. seal coat, 3 no. topcoats when using water based paints. SWC to highlight any areas which will need further coats and cost appropriately. Unless otherwise specified use Vinyl Matt finish. Where paints are used under graphic wallpaper and vinyl the specification must be checked with the GC to prevent non-adhesion. Use foamed plastic or short pile sheepskin rollers. Use brushes for cutting in.

All final colour references tbc by IWML (Des) and IWML (PM).

All paint finishes applied to panels for printing by the GC must be checked and agreed with the GC before fabrication.

FIXINGS

Anchors, plugs, screws, rivets and the like, shall be of an approved type, appropriate to the work, capable of transmitting the loads and stresses imposed, and sufficient to ensure the

rigidity. All bolts, screws, nuts and anchors shall be of adequate strength for their design purpose and installed in accordance with manufacturers recommendations.

All visible screws shall be snake eye security countersunk screws, painted where applicable to match paint finish. All bolt fixings shall use washers and double nuts for locking.

Fixings should not be visible unless identified as such. Where visible fixings are deemed unavoidable these should be identified by the SWC. Fixings should not compromise air exchange requirements in showcases.

GRAPHICS SPECIFICATION

GENERAL

This Specification is to be read in conjunction with the Graphics Schedule, Graphics Elevations and Construction Drawings as listed on the Drawing Issue Sheet.

The GC shall provide all labour, materials, equipment, etc., necessary to produce and install all Exhibition Graphics as detailed in the Graphics Schedules, Graphics Elevations and Construction Drawings, and as specified in this document.

The GC shall submit production and finishing specifications and installation instructions for each product.

The GC is responsible for the supply of all graphic substrates and installation unless otherwise stated, as indicated in the 'Graphics Contractor to supply/install' columns of the Graphic Schedule. The GC should not cost for substrates supplied by the SWC. The GC should quality check and inspect for damage any substrates supplied by the SWC and notify IWML Des/PM of any imperfections.

The GC shall check all panel specifications before graphic production and notify IWML Des/PM of any discrepancies. Dimensions and specifications listed in the Graphic Schedules are provided as a guide only.

CLEANING

Upon completion of the production and installation of the graphics and when any risk of damage is past, the GC shall inspect and clean all graphics to the satisfaction of IWML (Des).

LIFESPAN

All graphics materials and finishes should be chosen and produced to sustain a minimum of 12 months life span. Additionally, materials should be able to sustain wear and tear and be finished to the highest possible standard, with due consideration for health and safety.

MATERIAL AND COMPONENTS

The SWC and GC shall ensure that the relevant information for materials and components is available on site while installation work is being carried out.

The SWC and GC shall retain all documentation.

The quality of work and materials used in production shall be of the highest standards and conform to relevant British Standards. All materials shall be used in accordance to their manufacturer's instructions to ensure maximum durability.

Foamex: Graphic will be printed as direct to media vinyl wrapped over Foamex of at least 10mm thick. The GC shall advise on the thickness of material to suit each application – detail drawings are indicative. Machined surfaces must be smooth and free from any machining defects.

Medium Density Fibreboard: Graphic will be printed as direct to media vinyl wrapped over MDF of at least 6mm thick. Unless specified otherwise, all MDF boards shall be fire-rated conforming to British Standards as set out previously; Euroclass B

s3 d2. and used in accordance with the manufacturer's specification. All MDF faces and edges shall be sealed with paint. No unfinished MDF shall be stored on site. The GC shall advise on the thickness of MDF to suit each application - detail drawings are indicative. MDF shall be light resistant to comply with British Standards as set out previously; Euroclass B s3 d2 Machined surfaces must be smooth and free from any machining defects.

Film / Vinyl: An appropriate Film/Vinyl substrate is to be selected following recommendation by GC and review of samples. The GC shall advise on the thickness of material to suit each application – detail drawings are indicative. Machined surfaces must be smooth and free from any machining defects.

PRODUCTION TECHNIQUE

The information provided in the Graphics Schedules is based on the current design. The GC shall advise IWML Des of any suitable alternatives to those proposed. The following are production requirements for types of graphics occurring commonly throughout the exhibition:

Film / Vinyl: To be installed onto painted surfaces or onto showcase glass. The GC shall visit and check dimensions on site to identify any potential problems. The GC shall liaise with SWC to agree paint finishes for walls that have any applied vinyl graphics. All vinyl graphics should be resistant to UV damage and should be free from bubbles and defects. The GC shall make sure that all surfaces are cleaned thoroughly before any vinyl graphics are applied. The GC shall advise the best method to achieve a consistent appearance throughout, including exact vertical and horizontal alignment. All edges must be strongly adhered, if use of a heat gun is necessary, the GC must gain permission from SWC and IWML Des to ensure there are no risks to substrate, objects or showcase glass. The GC shall make sure that elements running across multiple vinyls are registered and aligned correctly. The GC shall make sure that any floor vinyl is able to withstand continuous visitor traffic without compromising quality and durability.

Screen-print or direct to media: The GC shall advise on the best printing method based on the limitations of their machines or any other production method issues. The GC shall inform IWML Des/PM of any production requirements or limitations (i.e. uneven walls) at their first co-ordination meeting. Samples will be required to check the sharpness of text and images on every type of substrate used.

Captions: Sizes and production methods for individual captions are specified in the Graphics Schedules. Substrates and inks used in the manufacture of showcase captions are to be submitted to IWML Con for approval before production begins.

SAMPLES

Samples are required for each material and process listed in the Graphics Schedule. The GC shall produce and submit two samples to IWML (Des) for approval; IWML (Des) will retain one sample, whilst the GC will retain the second sample for matching.

Test strips may be required at A3 size (minimum). Larger samples may be requested where applicable.

IWML (Des) shall supply all files for testing, specifications and delivery instructions.

IWML (Des) shall specify whether test artwork should be printed actual size or enlarged.

The GC shall make sure that all specified colours will print consistently across a variety of substrates.

Repeat samples may be requested if the GC produces samples that are not to the satisfaction of IWML (Des) – i.e. if the printing method suggested by the GC has not produced the desired effect on the substrate.

Additional samples may be required at a later date to those currently specified in the Graphics Schedules.

Ideally, the GC will deliver samples back to IWML (Des) no later than five working days from the issue of sample artwork. The GC will notify IWML (Des) if delivery of a requested sample will take longer than five working days.

SITE MEASUREMENTS

All site measurements are to be checked on site by the GC before production of any graphic items. The GC shall notify IWML (Des) and IWML (PM) of any discrepancies.

GRAPHIC SCHEDULES

The Graphics Schedule gives details to allow for the pricing of graphics. The Graphics Schedules are based on current design, so details provided are not final and may change before final artwork is delivered.

The specific codes for group and individual graphic items are listed at the top of the Graphics Schedule.

Each item in the Graphics Schedule should be priced individually and these costs written against each item. General costs and preliminaries should be listed as separate items. The value of any items not priced in this way will be deemed to be included in the Tender and no subsequent claim in respect of unpriced items will be considered.

The Graphic Schedules and Specifications will form part of the Contract and no alteration or qualification is to be made to the text therein without the prior consent of IWML Des/PM. Any unauthorised alteration, amendment, note or addition will not be recognised.

SUPPLY OF FINAL ARTWORK

IWML Des shall supply high-resolution Adobe Illustrator EPS and Adobe Professional PDF files created from outlined Creative Cloud 2017. The GC shall notify IWML Des / PM at Stage F: Tender if they cannot work with CS6 files.

The GC shall allow IWML Des 48 hours console time at the GC's production facility to assemble and manipulate any high-resolution files using Adobe CS software, if required. IWML Des / IWML PM shall indicate any image crops by For Print Only (FPO) visuals and graphic elevations.

APPROVAL

The GC shall supply IWML Des with a pdf proof of each graphic and a hard copy if requested. The GC should not proceed with the production of any graphic until IWML Des has signed off the supplied proof.

The GC shall make all graphics available to IWML for inspection before installing on site. The GC shall submit any graphic requested by IWML Des for final production, installation checks and approval

CO-ORDINATION / NOTIFICATION

The GC shall check all artwork issued by IWML Des and notify IWML Des of any missing or additional artwork elements (i.e. fonts, colours, images etc.) before proceeding with production.

The GC shall notify IWML Des if there are any discrepancies between final artwork and the graphic elevations/production proofs.

Due to the close dimensional tolerances required to successfully execute the work, the GC shall carefully coordinate graphic sizes, locations and fixings with all adjoining work. The GC shall check that all artwork is correctly aligned with supplied substrates. The GC shall also check all fittings and features, such as door locks, hinges, push buttons, apertures and CNC routed graphics. The GC shall notify SWC and IWML Des/PM of any discrepancies before proceeding with the work.

LABELLING AND PROTECTING

The GC shall code and label all substrates using the Graphics Reference Number from the Graphics Schedule (e.g. EXT.01, ENV.01). This should be maintained by the GC to ensure correct artwork is printed onto each substrate and to allow correct installation.

The GC is responsible for making sure that each graphic item they produce is adequately protected for transportation to site (i.e. using corner protector and bubble wrap). Every graphics item should be clearly labelled on the substrate and the wrapping with the Graphics Reference Number. The graphic items continue to be the responsibility of the GC until the GC's own installation has been completed to the satisfaction of IWML Des/PM.

The GC shall ensure that all installed panels are protected on site until such a time as the site is clear.

9

Graphic Schedule



Department: DESIGN
 Job name: Age of Terror
 Job number: 16-0130
 Issued by: Stephen Long
 Date: 21.06.2017
 IWM London
 Lambeth Road
 London SE1 6HZ
 020 7416 5421

Graphic code	Name	Issue Legend
EXT	Exhibition Titles	Blue issued/delivered
WLP	Wallpapers	White still pending
INT	Intro Panels	Pink - snagging
MID	Mid-intro panels	Green This issue
WC	Wall Captions	Orange Reprint - change to spec/artwork
CRP	Credits	

AGE OF TERROR
Graphic Schedule
Draft
21 June 2017

NOTES

Issue date	Graphic code	Name	Location	Elevation	Size mm(w) x mm(h)	Production/substrate	Quantity	Notes	Graphic contractor to install?	Graphic costs - extras	Delivered and quality checked by IWM	Snagging
EXHIBITION TITLES												
	EXT.01	Exhibition Intro Text	Entrance		1032(w)x1008(h)	Cut vinyl graphics in 1 colour	1		Yes			
WALLPAPERS												
	WLP.01	Wallpaper	Entrance		Overall dims 5200(w)x3000(h)		1		Yes			
INTRO PANELS												
	INT.01-INT.04	Section intro text	Throughout		Overall dims 521(w)x708(h)	Cut vinyl graphics in 1 colour	4		Yes			
MID-INTROS												
	MID.01-MID.02	Mid Intro panel	Throughout		Overall dims 350(w)x700(h)	DTM to vinyl wrap mounted to 10mm foamex/mdf	2		Yes			
WALL CAPTIONS												

GRAPHIC SCHEDULE



Department: DESIGN
 Job name: Age of Terror
 Job number: 16-0130
 Issued by: Stephen Long
 Date: 21.06.2017
 IWM London
 Lambeth Road
 London SE1 6HZ
 020 7416 5421

Graphic code	Name	Issue Legend										
EXT	Exhibition Titles	Blue issued/delivered										
WLP	Wallpapers	White still pending										
INT	Intro Panels	Pink - snagging										
MID	Mid-intro panels	Green This issue										
WC	Wall Captions	Orange Reprint - change to spec/artwork										
CRP	Credits											
CREDITS												
WC.01 – WC.05	Wall Captions	Throughout		Overall dims 150(w) x 170(h)	DTM to vinyl wrap mounted to 10mm foamex/mdf	44					IWM	
WAYFINDING												
WF.01	D30 corridor wayfinding	D30 corridor		Overall dims 8400(w) x 2500(h)	Cut vinyl graphics in 1 colour	1					Yes	
WF.02	Level 3 balcony wayfinding	Level 3 balcony		Overall dims 6150(w) x 1100(h)	Cut vinyl graphics in 1 colour	2					Yes	
WF.03	D West wayfinding	D West doors		Overall dims 1600(w) x 1600(h)	Cut vinyl graphics in 1 colour	1					Yes	
WF.04	Ticket desk vinyl	Entrance		Overall dims 1400(w) x 800(h)	Cut vinyl graphics in 1 colour	1					Yes	
WF.05–07	Door signs	Throughout		Overall dims 400(w) x 200(h)	Cut vinyl graphics in 1 colour	3					IWM	

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AV Schedule

**Age of Terror Project
Cat 6 Cable schedule
21st June 2017 V1.2**

Cable No	AV no.	Name	Description/notes	Cable type	Socket Type	Level H/L	From	To	Route
1	1	Tony Oursler 9/11	Projector control	Cat6 - Network	Fixed box	H	D36 Riser Switch	AV 1.0	TBC
2	1	Tony Oursler 9/11	Brightsign Player - control	Cat6 - Network	Fixed box	H	D36 Riser Switch	AV 1.0	TBC
3	1.1	Kerry Tribe	Brightsign Player - control	Cat6 - Network	Floating socket	L	D36 Riser Switch	AV 1.1	TBC
4	1.1	Kerry Tribe	Screen power control	Cat6 - Network	Floating socket	L	D36 Riser Switch	AV 1.1	TBC
5	1.2	Fabian Knecht	Brightsign Player - control	Cat6 - Network	Floating socket	L	D36 Riser Switch	AV 1.2	TBC
6	2.1	Alfredo Jarr May 1, 2011	Brightsign Player - control	Cat6 - Network	Floating socket	L	D36 Riser Switch	AV 2.1	TBC
7	2.1	Alfredo Jarr May 1, 2011	Brightsign Player - control	Cat 6 - Network	Floating socket	L	D36 Riser Switch	AV 2.1	TBC
8	2.2	Shona Illingworth 216 Westbound	BlackMagic Player - control	Cat 6 - Network	Fixed box	L	D36 Riser Switch	AV 2.2	TBC
9	2.3	John Smith Throwing Stones	Brightsign Player - control	Cat 6 - Network	Floating socket	L	D36 Riser Switch	AV 2.3	TBC
10	2.3	John Smith Throwing Stones	Screen power control	Cat 6 - Network	Floating socket	L	D36 Riser Switch	AV 2.3	TBC
11	2.4	Coco Fusco Operation Atropos	Projector control	Cat6 - Network	Floating socket	H	D36 Riser Switch	AV 2.4	TBC
12	2.4	Coco Fusco Operation Atropos	Brightsign Player - control	Cat6 - Network	Floating socket	H	D36 Riser Switch	AV 2.4	TBC
13	3.1	Cory Arcangel Bomb Iraq	NUC PC - control	Cat6 - Network	Fixed box in partition void	L	D East Rack Room	AV 3.1	TBC
14	3.1	Cory Arcangel Bomb Iraq	NUC PC - control	Cat6 - Network	Fixed box in partition void	L	D East Rack Room	AV 3.1	TBC
15	3.1	Cory Arcangel Bomb Iraq	NUC PC - control	Cat6 - Network	Fixed box in partition void	L	D East Rack Room	AV 3.1	TBC
16	3.1	Cory Arcangel Bomb Iraq	NUC PC - control	Cat6 - Network	Fixed box in partition void	L	D East Rack Room	AV 3.1	TBC
17	3.2	Francis Alys Sometimes Doing	Projector control	Cat6 - Network	Fixed box in partition void	H	D East Rack Room	AV 3.2	TBC
18	3.2	Francis Alys Sometimes Doing	Projector control	Cat6 - Network	Fixed box in partition void	H	D East Rack Room	AV 3.2	TBC
19	3.2	Francis Alys Sometimes Doing	BlackMagic Player - control	Cat6 - Network	Fixed box in partition void	H	D East Rack Room	AV 3.2	TBC
20	3.2	Francis Alys Sometimes Doing	BlackMagic Player - control	Cat6 - Network	Fixed box in partition void	H	D East Rack Room	AV 3.2	TBC
21	3.3	Omer Fast 5000 Feet	Projector control	Cat6 - Network	Fixed box in partition void	H	D East Rack Room	AV 3.3	TBC
22	3.3	Omer Fast 5000 Feet	BlackMagic Player - control	Cat6 - Network	Fixed box in partition void	H	D East Rack Room	AV 3.3	TBC
23	3.3	Omer Fast 5000 Feet	BlackMagic Player - control	Cat6 - Network	Fixed box in partition void	H	D East Rack Room	AV 3.3	TBC
24	3.3	Omer Fast 5000 Feet	BlackMagic Player - control	Cat6 - Network	Fixed box in partition void	H	D East Rack Room	AV 3.3	TBC
25	4.1	Lida Abdul White House	Projector control	Cat6 - Network	Fixed box in partition void	H	D West Rack Room	AV 4.1	TBC
26	4.1	Lida Abdul White House	Brightsign Player - control	Cat6 - Network	Fixed box in partition void	H	D West Rack Room	AV 4.1	TBC
27	4.1	Lida Abdul White House	Projector control	Cat6 - Network	Fixed box in partition void	H	D West Rack Room	AV 4.1	TBC
28	4.1	Lida Abdul White House	Brightsign Player - control	Cat6 - Network	Fixed box in partition void	H	D West Rack Room	AV 4.1	TBC
29	4.2	Khaled Abdulwahed Tuj	Brightsign Player - control	Cat6 - Network	Fixed box in partition void	H	D West Rack Room	AV 4.2	TBC
30	4.3	Hrair Sarkissian	Projector control	Cat6 - Network	Fixed box in partition void	H	D West Rack Room	AV 4.3	TBC
31	4.3	Hrair Sarkissian	Projector control	Cat6 - Network	Fixed box in partition void	H	D West Rack Room	AV 4.3	TBC
32	4.3	Hrair Sarkissian	Brightsign Player - control	Cat6 - Network	Fixed box in partition void	H	D West Rack Room	AV 4.3	TBC
33	4.3	Hrair Sarkissian	Brightsign Player - control	Cat6 - Network	Fixed box in partition void	H	D West Rack Room	AV 4.3	TBC

**Age of Terror Project
Power Cable schedule
21st June 2017 V1.2**

AV no.	Name	Description/notes	Level H/L	To	Power sockets
1	Tony Oursler 9/11	Projector, Brightsign and amplifier	H	AV 1.0	3
1.1	Kerry Tribe	CRT Monitor and Brightsign	L	AV 1.1	2
1.2	Fabian Knecht	Screen and Brightsign	L	AV 1.2	2
2.1	Alfredo Jarr	2 Screens and 2 Brightsigns	L	AV 2.1	4
2.2	Shona Illingworth	Screen, BlackMagic Player, Amp	L	AV 2.2	3
2.3	John Smith	CRT Monitor, Brightsign and Headphone Amp	L	AV 2.3	4
2.4	Coco Fusco	Projector, Brightsign and Amp	H	AV 2.4	4
3.1	Cory Arcangel	Screen and NUC PC	L	AV 3.1	2
3.2	Francis Alys	2 Projectors, 2 BlackMagic Players, 2 Amps	H	AV 3.2	6
3.3	Omer Fast	Projector, BlackMagic Player, Amp, Equaliser	H	AV 3.3	4
4.1	Lida Abdul	Projector and Brightsign	H	AV 4.1	2
4.2	Khaled Abdulwahed	Screen, Brightsign, Headphone Amp	L	AV 4.2	4
4.3	Hrair Sarkissian	2 Projectors, 2 Brightsigns, Amp	H	AV 4.3	6

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Indicative Programme

Appendices

Appendix 1

Pre-Construction Information

Appendices

Appendix 2

Security Vetting Procedure

Security Vetting

- 1 The Contractor is responsible for ensuring that all their employees and any sub-contractors, agents etc. who are due to work at the Premises, for an extended period of time in duration in the delivery of the Contract, whether in a continuous period, or over the duration of the Contract, have been security vetted to Basic level, as defined by Disclosure Scotland¹, unless otherwise agreed in advance by IWM
 - ¹ Please note that Disclosure Scotland is the agency that all security vetting providers will approach to undertake the security vetting.
- 2 For Contractor's with a small employee base, IWM will be prepared to undertake the security clearance on behalf of the Contractor, provided that this is made known at the time of the appointment, and that this is agreed by IWM, and that the Contractor agrees to pay the administration charge of £41 per clearance, that IWM is charged for this service.
- 3 This requirement will apply to an employee who has not worked at an IWM branch, within the previous 12 months.
- 4 A minimum of 48 hours before any individual commences work on the Premises, the Contractor is required to complete and submit the Security Notification Form (see Appendix X) to the Technical Security Manager at IWM London.
- 5 Upon arrival at the Premises, each new employee must report individually to the Control Room with a copy of their certificate of proof of vetting, and some form of ID. IWM will note the details of the certificate of proof of vetting, but will not retain any documents.
- 6 IWM will accept a certificate of proof of vetting which is dated within 12 months of the date of their site commencement at IWM, although IWM reserves the right to request they are security vetted, at its discretion, which IWM agrees not to action unreasonably.
- 7 Failure to comply with this requirement could result in the employee not being granted access to IWM.

Appendices

Appendix 3

Design Risk Register



22nd June 2017

Phase	Hazard	Risk (high / medium / low)	Proposed mitigation	Residual hazards	Action required	Owner	Date required by	Date closed	H&S File information
Demolition / Strip Out Phase									
	Demolition of existing set work wall – general risks including working at height	Medium	Safe system of work (SSOW) to be developed for demolition works.	Falling materials Manual handling Dust	PC to visit site and assess requirements prior to producing demolition SSOW. PC to develop sufficient RAMS for the demolition works Competent operatives to undertake works RAMS to be communicated to operatives prior to works commencing Sufficient PPE, handling equipment and other tools to be provided by PC and sufficiently maintained, inspected, tested etc. Dust to be hoovered or dampened before removal – no dry sweeping	PC	See construction programme		
	Removal of racking	Medium	SSOW as above to include racking broken down into smaller sections for removal	Falling materials Manual handling of heavy sections of racking	SSOW to be developed as above by PC. Manual handling aids to be provided as determined by risk assessment. Operatives to be appropriately trained in manual handling techniques	PC	See construction programme		
	Removal of large pieces of glass	Medium	SSOW of work as above	Broken glass Manual handling	SSOW to be developed as above by PC Specialists glass handling (Kevlar) gloves to be worn in addition to PPE as determined by risk assessment Route to disposal location to be cleared of obstructions Operatives to be appropriately trained in manual handling techniques Any broken glass to be immediately safely disposed of Team handling and manual handling aids used as required	PC	See construction programme		
Construction Phase									
	Construction of new set work walls – these walls cannot be fixed to floor Stability of walls during construction and use	High	Designers to ensure walls can be anchored at each end Contractor to ensure design allows for adequate bracing and walls are wide to be stable		Drawings to be reviewed by designers and with contractor on appointment	IWM PC	On approval of drawings TBC		
	Decoration of walls to full 5m height	Medium	Sufficient access equipment to be used (likely MEWP) Operatives undertaking works to be appropriately trained in working at height and be competent to use access equipment	Working at height Falling materials / equipment	SSOW to be developed as above by PC PC to ensure operatives have undergone specialist training (i.e. IPAF / PASMA) as required Sufficient edge protection to be installed to all access equipment All access equipment to be installed, tested, maintained and inspected by competent persons in accordance with applicable regulations (i.e. LOLER & PUWER)	PC IWM (if own MEWPs are hired by PC)	See construction programme		
	Lighting installation	Medium	Clear lighting design confirmed in advance	Electricity Working at height	SSOW to be developed as above by PC / Lighting Contractor) including sufficient RAMS	PC Lighting Designer	See construction programme		Required

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