



HORNIMAN PUBLIC MUSEUM & PUBLIC GARDENS TRUST

TENDER DOCUMENTS

Estates Maintenance

OJEU Reference: *TBC*

DRAFT

Instructions to Tenderers

1 Contents of tender documents

- a. The tender documents shall consist of Parts 1, 2 and 3 which include all the following sections:

Part 1

Instructions to Tenderers (ITT)
Tender Data Sheet
Form of Tender and Certificate of Bona Fide tender
Pricing List

Part 2

The Requirements:
(i) Scope
(ii) Scope Appendices

Part 3

The Contract:
(i) Notification of Award
(ii) Agreement
(iii) Contract Conditions

1.1 General

- All material issued in connection with this Invitation to Tender (ITT) shall remain the property of the Museum and shall be used only for the purpose of this procurement exercise.
- Tenderers shall ensure that each and every sub-consultant, consortium member and adviser abides by the terms of these instructions and the General Tender Conditions.
- Tenderers shall not make contact with any other employee, agent or consultant of the Museum who are in any way connected with this procurement exercise

during the period of this procurement exercise, unless instructed otherwise by the Museum.

- The Museum shall not be committed to any course of action as a result of:
 - issuing this ITT or any invitation to participate in this procurement exercise;
 - an invitation to submit any proposal in respect of this procurement exercise;
 - communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
 - any other communication between the Museum (whether directly or by its agents or representatives) and any other party.
- Tenderers shall accept and acknowledge that by issuing this ITT the Museum shall not be bound to accept any tender and reserves the right not to conclude an Agreement for some or all of the services for which Tenders are invited.
- The Museum reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.
- This tender is subject to the *Public Contracts Regulations (2015)* and the applicable tendering procedure is described in the Tender Data Sheet.

1.2 Confidentiality

- Subject to the exceptions referred to in paragraph below, the contents of this ITT are being made available by the Museum on condition that:
- Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- Tenderers shall not disclose, copy, reproduce, distribute or pass any of the information to any other person at any time or allow any of these things to happen;
- Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- Tenderers shall not undertake any publicity activity within any section of the media.
- Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:
 - This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

- The Tenderer obtains the prior written consent of the Museum in relation to such disclosure, distribution or passing of Information; or
 - The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Agreement arising from it; or
 - The Tenderer is legally required to make such a disclosure.
- In paragraphs above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- The Museum may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Museum may make any of the Agreement documents available for private inspection by its officers, employees, agents or advisers. The Museum also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained in paragraphs below).
- The Tenderer shall keep confidential all information connected with the business of the Authority or which comes to the Tenderer's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services except with the prior written agreement of the Authority; or by requirement of law. The provisions of this Clause shall not apply to such information if it is in the public domain otherwise than by failure of the Tenderer to comply with this Clause; or in the possession of the Tenderer before these confidentiality obligations came into effect; or obtained from a third party who is free to disclose the same.
- The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this document is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the document is exempt from disclosure in accordance with the provisions of the FOIA.

1.3. Freedom of Information and Government Transparency

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), the Museum may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the Environmental Information Requirements (EIR) be required to disclose information submitted by the Tenderer to the Museum. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

- Clearly identify such information as commercially sensitive;
- Explain the potential implications of disclosure of such information;

and

- Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

Where a Tenderer identifies information as commercially sensitive, the Museum will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Museum may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Museum is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Museum cannot guarantee that any information marked 'confidential' or 'commercially sensitive' will not be disclosed.

Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Museum and the Tenderer should not attempt to answer the request without first consulting with the Museum.

1.4. Tender Validity

Your Tender should remain valid for acceptance for the period stated in the Tender Data Sheet. A Tender valid for a shorter period may be rejected as substantially non compliant.

1.5. Disclaimers

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Museum, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff nor agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any persons considering making a decision to enter into contractual relationships with the Museum following receipt of the ITT should make their own investigations and their own independent assessment of the Museum and its requirements for Services and should seek their own professional financial and legal advice. For the

avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Appendices) is only authorised to be provided following a query made in accordance with paragraph 16.3 of this ITT.

Any Agreement concluded as a result of this ITT shall be governed by English law.

1.6. Collusive Behaviour

Any Tenderer who:

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

1.7. No Inducement or Incentive

The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Agreement or any other contractual agreement.

1.8. Acceptance

The Museum shall be under no obligation to accept the lowest or any other Tender.

1.9. Late Tenders

Any Tender received at the designated point after the tender submission deadline stated in the Tender Data Sheet may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

1.10. Right to Reject/ Disqualify

The Museum reserves the right to reject or disqualify a Tenderer where:

- the Tenderer fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; or SSQ; and/or
- the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the SSQ and/or the Tender process; and/or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

1.11. Right to Cancel, Clarify or Vary the Process

The Museum reserves the right to:

- amend the terms and conditions of the procurement process,
- cancel the evaluation process at any stage; and/or
- require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected)

1.12. Museum References

Unless already taken up at an earlier stage in the procurement process and after the receipt of Tenders, the Museum may seek references from any other Museums who are not listed in the submitted tender.

2 Tender Submissions

Tenderers should respond to all requirements listed in this ITT when preparing and submitting their tenders. Tenders may not be considered if information is missing or if other documents requested are not included. Please note that assessment of tenders will be based on the information given in response to these documents.

2.0.1 Tenders should include, where appropriate, any supporting documents.

2.1.2 Please submit your tenders in the form and number of copies stated in the Tender Data Sheet. m

2.1 Site Visits and/or Pre-Tender Meetings

2.1.1 Any Site Visits and/or Pre-tender arrangements shall be in accordance with the arrangements described in the Tender Data Sheet

2.1.2 Minutes shall be prepared of any Pre-Tender Meeting and circulated to all parties who have been invited to tender.

2.2 Requests for clarification

The Principal contact(s) for clarifications, as stated in the Tender Data Sheet

2.3 Procurement Timetable

The timetable set out in the Tender Data Sheet is intended as a guide and whilst the Museum will make its best endeavours to keep to these dates, it reserves the right to change timings at any stage.

3.0 Documents comprising the Tender Submission

Tenders shall comprise the following documents:

- a) Completed Price List
- b) Completed Form of Tender & Certificate of Bona-fide tender
- c) A signed undertaking that the company has/ will have by May 2018 in place all technical and organizational measures to ensure security in processing the Museum's Personal Data in procurement documents, as required under GDPR 2018 and DPA 2018.
- d) Evidence of Insurances and / or confirmation that the required insurance levels will be met if appointed. The NMM's requires coverage of: Public Liability **£10 million**; Professional Indemnity **£2.5 million**; and Employer's Liability – Tenderer demonstrate **evidence** it has cover
- e) Health and Safety Management Plan
- f) Any additional documents as specified in the Tender Data Sheet

3.1 Financial Tender Deliverables

Tenderers shall provide its priced proposal based on in accordance with the Pricing Schedule and on the basis that any resultant contract will be lump sum based unless otherwise stated in the Tender Data Sheet

3.2 Form of Tender and Certificate of Bona-fide Tender

Tenderers should fill out and sign the Form of Tender and Certificate of Bona-fide Tender

3.3 Proposed Amendments to the Agreement

If Tenderers wish to make any proposed amendments to the Agreement, this shall be expressly set out on a separate page entitled "Proposed Amendments to the Agreement".

It should be noted that an exclusion which results in the Tenderer being unable to comply with the requirement of these tender may affect the scoring of its tender or lead to its rejection as substantially non-compliant. .

3.7 Evaluation of Tenders

3.7.1 Tenders will be evaluated in accordance with the criteria set out in the Tender Data Sheet.

3.7.2 In evaluating the tender prices, the Museum shall determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:

- a) make an appropriate adjustment for any minor errors, omissions or deviations;
- b) exclude provisional sums and the provision, if any, for contingencies in the Pricing Schedules, but including Dayworks where priced competitively;

3.7.3 The Museum will award the contract to the Tenderer whose Tender has achieved the highest combined Technical and Financial score based on those tender evaluation criteria in the Tender Data Sheet,

3.8(b) The Standstill Period

The Museum's acceptance of a Tenderer shall be in writing and shall become effective following a minimum standstill period of 10 days ("the Alcatel Standstill Period"), from the date of the "Notification of Intent to Award Letter". Subject to there being no substantiated complaint or legal challenge to the tender process, acceptance of the tender shall become effective at the date of the issue of the Notification of Award

3.9 Conflict of interest

A tenderer shall not have a conflict of interest. All tenderers found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if:

- (a) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another tenderer, or influence the decisions of the Employer regarding this tendering process; or
- (b) a tenderer participates in more than one tender in this Tender process. Participation by a tenderer in more than one Tender will result in the disqualification of all Tenders in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a tenderer, in more than one tender; or
- (c) a tenderer, parent company, or affiliate has participated in the feasibility or design stages of a project, that tenderer, its affiliates or parent company shall not be

eligible to participate in a tender for contracts involving the supply of goods, works or services, including architectural or engineering services, for the project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination should be made before the tender is submitted

- (d) a tenderer, parent company, or affiliate participated as a consultant in the preparation of Section 2, the Requirements that are the subject of the tender or
- (e) a tenderer, parent company, or affiliate has been engaged, or is intended to be engaged, to supervise the contract.

TENDER DATA SHEET

GENERAL INFORMATION

Item

Project

- A The project briefly described comprises the full planned and reactive maintenance service as outlined in the Scope under Part 1, the Requirements for Estate Maintenance.

Employer

- B The Employer is

The Horniman Public Museum & Public Gardens Trust
100 London Road
London
SE23 3PQ
- C Any contact with the Employer is to be via the Service Manager
- D The Professional Advisors are as follows;

Mortice Consulting Limited

Item

1.1 General

This tender is subject to:

-The restricted procedure in accordance with regulation 28 of the *Public Contracts Regulations (2015)*

2.1 Site Visits and Pre-Tender Meeting

A site visit is available to all firms who have been invited to Tender , on **TBC**. The site visit will be followed by a pre-tender meeting where there will be an opportunity to raise any questions in connection with the site visit as well as in connection with the tender documents in general.

Minutes of any pre-tender meeting will be prepared and circulated to all parties that have been invited to tender.

2.0 & 2.2.1 Contacts for Tender Submission & Requests for Clarification

2.2.1 The contact(s) for tender submissions and requests for clarifications:

Tim Hopkins
Head of Estates
100 London Rd
Forest Hill
London
SE23 3PQ

thopkins@horniman.ac.uk

2.1.2 Tender submission, number of copies and form

- a) The tender must be uploaded onto **TBC** by the time and deadline specified in 2.5 below. Please allow adequate time to upload your documents;
- b) Each file should be uploaded separately. The tender pricing schedules should be uploaded in Excel. Other documents can be uploaded in Excel/Word/PDF. All signed documents must be with manual signatures and scanned in a PDF format.
- c) **Tenderers should password protect all uploaded documents and not submit the password to the HMG contact in Para. 2.2.1 above until after the tender submission deadline. Tenderers should use their individually allocated tokens.**

Please also return 4 hard (including one original) copies of your tender, including all supporting documents as soon as possible after the tender submission deadline to Tim Hopkins
Head of Estates, 100 London Rd, Forest Hill, SE23 3PQ

2.1.3 Deadline for receipt of tenders

2.1.3 The deadline for receipt of tenders is **TBC**

2.3 Procurement Timetable

The following timetable is a guide:

Date	Stage
10th June 2019 (TBC)	Invitation to Tender to be issued to short-listed firms
17th June 2019 (TBC)	Site visit followed and pre-tender meeting
5th July 2019 (TBC)	Deadlines for receipt of requests for ITT clarifications
12th July 2019 (TBC)	Closing date for receipt of Tenders
TBC	Notification of intent to award
7th August 2019 (TBC)	Contract award-Appointment of Contractor (after 10- day standstill period)
1st October 2019 (TBC)	Commencement of Contract

2.4. Tender Validity

Your Tender shall remain valid for acceptance for a period of 30 days

3.1 Additional Documents comprising the Tender

All pages must be A4 and can be in portrait or landscape format

Tenderers do not need to re-send policies, accounts or other information previously requested under the SSQ process unless subsequently requested to do so.

Tenderers should keep their responses succinct and within stated word limits, but can refer to appendices to support a response. Reference to an appendix shall be specific and state the individual clause that the reader is expected to refer to within the appendix

The Tenderer must provide the following documentary evidence to establish the conformity of the Service:

The documentary evidence of the Service conformity to the tender documents may be in the form of literature, drawings and data, and shall consist of response to the following criteria:

(1) Method Statements in response to Annex 1 Scope

Tenderers are required to submit documentation that will enable a full evaluation of the Method Statements in accordance with the criteria below;

Method Statement in response the Scope (60%)			
Number	Question	Max Count	Word
1	<p>Resource</p> <p>Set out your resource model and shift patterns to meet the requirements of the Scope.</p> <p>Detail your management structure for the contract</p> <p>Describe how this contract would fit in to your corporate structure</p> <p>Include CVs(as appendices) for key individuals</p> <p>Describe how the whole <i>Affected Property</i> will be supported including outside core hours and for commercial activity such as events cover.</p>	1000	
2	<p>Training & Development</p> <p>Detail how you will ensure your staff and subcontractors are sufficiently trained and qualified to deliver the Service</p>	500	
3	<p>Cost Certainty</p> <p>The Scope provides detail of the limited comprehensive element. Describe how you will manage this process.</p> <p>Describe the processes, mechanisms and innovations in place which will enhance the Client's requirement for cost-certainty in the delivery of the Service</p>	500	
4	<p>Mobilisation</p> <p>Provide a description and indicative mobilisation plan that describes;</p> <p>key activities how they will be delivered, by whom, and their duration, phasing and interrelations</p> <p>Please also include as a minimum;</p>	1000	

	<ul style="list-style-type: none"> ○ Your mobilisation team (CVs as an appendix) ○ Approach to TUPE ○ Mobilisation of subcontractors ○ Recruitment including vetting and lead-times 	
5	<p>Health & Safety and Compliance</p> <p>Outline concisely;</p> <p>How Health and Safety is managed within your organisation.</p> <p>Responsibilities of the main staff involved within this contract.</p> <p>How these systems are audited and training and development given to employees.</p> <p>How you manage legal requirements and statutory testing to ensure compliance and what systems are in place to allow overview and oversight of the records and processes by the Client.</p> <p>How are the Contractor and Client teams updated about relevant changes</p>	500
7	<p>Delivery Model</p> <p>Describe your approach to specialist/subcontracted works for this contract</p> <p>Provide a breakdown for proposed self-delivery vs other solutions</p> <p>Describe how you will ensure that both self-delivered and subcontracted works are delivered to the same standard</p> <p>How will the resource be utilised to ensure SLAs are met and KPIs reported accurately</p>	500
8	<p>Client Fit</p> <p>Based upon your understanding of the Client's, culture, mission and activities, and the objectives set out in the Scope, please describe how your Service will align to, support and enhance these.</p>	500

3.7 Evaluation of Tenders

AWARD CRITERIA

Tenders will be evaluated in accordance with the following criteria:

TECHNICAL -60%

Method Statements *in response to the Scope*

Proposed methodologies, compatibility of those methodologies with the approach specified in the tender documents, understanding of objectives.

The Technical elements shall be scored based upon the following criteria;

Score	Title	Detail
5	Excellent	Response demonstrates that the requirements of NMM will be met exactly/ almost exactly
4	Good	Response demonstrates that that the requirements of NMM will be met very well
3	Average	Response demonstrates that the requirements of NMM will be met to a satisfactory level
2	Below Average	Response demonstrates that only some of the requirements of NMM will be met to a satisfactory level
1	Poor	Response demonstrates that most or all of the requirements of NMM will be not be met to a satisfactory level
0	Fail	Response fails to answer the question or provide any evidence that it would meet the requirements of NMM

Sub-criteria weightings for Method Statements (60%)

Number	Question Heading	Weighting
1	Resource	25%
2	Training & Development	15%
3	Cost Certainty	10%
4	Mobilisation	15%
5	Health & Safety and Compliance	10%
6	Delivery Model	10%
7	Client Fit	10%

FINANCIAL – 40%

Price – A%

The tender with the lowest evaluated price will be awarded the maximum score. The total price score for each of the other tenders under evaluation will be calculated in inverse proportion thereto, by applying the formula below:

$$P = \frac{A\% \times \text{Lowest evaluated tender price}}{\text{Other evaluated tender price}}$$

P= percentage score awarded for the “Other Evaluated Tender Price”

Clarification Meetings

- Following the initial tender evaluation, all companies that have submitted substantially compliant tenders will be invited to attend a Clarification Meeting which will cover (i) presentations and (ii) interview session.
- Based on the outcome of each meeting, the Museum reserves the right, based on its reassessment, to rescore any of the components of the tenders following the initial evaluation but using the above same evaluation methodology as above. Presentations will be limited to 45 minutes of the proposal followed by a 45 minute clarification interview session.

No change to the price or substance of tenders shall be sought, offered or permitted during the Clarification Meetings.

- Contractors are restricted to 4 presenters one of whom must be the proposed *Client Relationship Manager* who will be appointed for ongoing management relationship with the *Client*.

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FORM OF TENDER

Tender for: Estate Maintenance
at The Horniman Public Museum & Public Gardens Trust Estate

To: The Trustees of the Horniman Public Museum & Public Gardens Trust

I/We the undersigned, having examined the ITT, the enclosed tender documents and Appendices, do hereby offer to execute and complete in accordance with the said documents the whole works described therein:

For the sum of: £
(In words)

.....

I/We have completed the Certificate of Bona-Fide Tender included in this document

I / We understand that the Trustees are not bound to accept the lowest or any tender which may be received

I/We agree with the Museum in legally binding terms to comply with all General Conditions of Tender set out in the ITT.

I/We declare that this offer is to remain open for acceptance for a period of one hundred and twenty days [*please amend to a shorter period if feasible*] from the date fixed for the receipt of tenders

Signed: _____

In the capacity of _____

Duly authorised to sign the tender on behalf of: _____

Date:

CERTIFICATE OF BONA-FIDE TENDER

Tender for: [the subject of this tender]

The Trustees of the Horniman Public Museum & Public Gardens Trust

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:

Part 2 The Requirements

(i) Scope

See Annex 1 the *Scope and supporting appendices*

(ii) Project Schedule

(i) 7.1 The programme for the Service is to be undertaken by the Contractor:

(ii) Commencement of services – 23.30 hours 30th September 2019

(iii) Completion of services – 23.30 hours 30th September 2022

Tenderers shall satisfy themselves as to the appropriateness of the overall programme duration and submit with their tender a detailed Project Schedule, from award of contract to successful handover, showing key milestones and critical dates for design and construction.

Part 3 The Contract:

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Part 3 The Contract

- (i) **Notification of Award**
- (ii) **Agreement**
- (iii) **Conditions of Contract are detailed in the Contract Data Form**

(II) NEC Engineering and Construction Contract 4 – Term Service

A. The Horniman Public Museum & Public Gardens Trust Site Regulations

Notification of Award

To: **[company and address]**

Project:

This Notification of Award constitutes the formation of the Agreement, following our telephone conversation of....*[delete the last clause if not applicable]*

This is to notify you that your tender reference.... ..dated..... for the execution of the above works, is hereby accepted by the Trustees of the The Horniman Public Museum & Public Gardens Trust .

You are accordingly instructed to proceed with the execution of the said Goods and Related Services. The full documentation for the Agreement will follow shortly. In the meantime, would you please acknowledge receipt of this Notification of Award .

The Trustees of the The Horniman Public Museum & Public Gardens Trust

DRAFT

Contract Agreement

This Contract Agreement is made the day of2018 between the Trustees of the Horniman Public Museum & Public Gardens Trust ("**the Museum**") and the Contractor named below.

WHEREAS the Client invited tenders for the execution of the Works, described as [*insert brief description of the Works*] and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Client agrees to pay the Contractor the Agreement Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the AGREEMENT.

NOW Contract AGREEMENT WITNESSES THE TERMS AND CONDITIONS AS FOLLOWS:

1. In this Contract Agreement words and expressions shall have the same meanings as are respectively assigned to them in the documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement.
 - (i) The Notification of Award
 - (ii) The Tender
 - (iii) The Pricing Schedule
 - (iv) The Requirements
 - (v) The Horniman Public Museum & Public Gardens Trust Site Regulations
 - (vi) The conditions of contact for the Works
3. For the purposes of the Contract Agreement, the Museum and the Contractor agree as follows:
 - (i) The Works shall be provided at [*insert description of premises (including whether they are the Museum's premises, the Supplier's premises and/or a third party's premises and in each case the address)*].
 - (ii) The charges for the Works shall be as set out in [the Contractor's tender dated [*insert date*]].

(iii) The specification of the Works to be provided are as set out in the Contractor's tender dated **[insert date]**].

(iv) The Term shall commence on **[insert the start date of the contract]** and the Expiry Date shall be **[insert the date on which the contract will end unless extended or subject to early termination]**].

(v) The following persons are Key Personnel for the purposes of the Agreement:

a. Name

b. Title

4. Payment

(i) Payment shall be made for all Works performed by the Contractor in the previous month, for an amount equal to 90% of the value of such Works, and shall be made within thirty (30) days of receipt of an invoice supported by a certificate issued by the Museum declaring that the contracted Works have been performed.

(ii) The outstanding balance equal to 10% of the total Contract price shall be paid: (a) after the Contractor has completed all of its obligations under the Contract; and (b) within thirty (30) days of receipt of an invoice supported by a certificate issued by the Museum verifying such completion

5. Insurance: The Contractor shall provide the following insurance cover for the entire duration of the Agreement **[please specify type and value]**

(i)

(ii)

6. In consideration of the payments to be made by the Client to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Client to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Agreement.

7. The Client hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Agreement Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

8. This Contract Agreement is to be executed in accordance with the laws of England on the day, month and year indicated above.

**EXECUTED as a Contract by THE BOARD OF TRUSTEES OF THE HORNIMAN PUBLIC MUSEUM
& PUBLIC GARDEN TRUST, in the presence of:**

.....
Finance Director

.....
Department Director

EXECUTED as a Contract by [name of Contractor], in the presence of:

.....
Director

.....
Secretary

DRAFT

CONDITIONS OF CONTRACT

Form of Contract

- A The Form of Contract will be NEC4
- B The Contract will be executed as a Contract
- C The Contractor is to ensure that all sub-contractors or suppliers (named or otherwise) and others responsible to him are fully aware of the Contract, its conditions and any amendments thereto.
- D The Contractor is to allow for any costs he may consider necessary in respect of any Contents of the Contract.

A draft of the form of Contract is included in the appendices.

HMG SITE REGULATIONS

TBC

DRAFT

Part 4
Acknowledgement Form

I acknowledge receipt of a copy of the Horniman Public Museum & Public Gardens Trust Terms and Conditions for Contractors and Suppliers working on the premises.

I understand that compliance with these Terms and Conditions are a condition of my permission to work on this site.

Name..... Date.....
(please print)

Signature
Company Name.....
Address

.....

.....
Telephone.....
Museum Contact:.....

Signature of the Horniman Public Museum & Public Gardens Trust Contract Administrator/Contract Manager
.....Date.....

Note to Contractors and Suppliers:

Please remove the previous page and return to Tim Hopkins, Head of Estates

Retain a copy of this document for yourself.

Contractors will not be permitted to start work on site unless this form is received by the Client

FORM OF PARENT COMPANY GUARANTEE

(To be completed on letterhead of
Tenderer's Ultimate Parent Company)

From: **[Insert Contractors Parent Company Name]**

Having its office at:

As holding company for **[Insert Contractors Local Company Name]**

Having its office at:

Date:

To:

The Board of Trustees of Horniman Public Museum & Public Gardens Trust
100 London Road
London,

Ref.: Contract No. _____ for **Estates Maintenance**

With reference to the accompanying Tender ("TENDER") for the subject, we, as **[Insert Contractor's Parent Company Name]**, parent company of **[Insert Contractors Local Company Name]** (CONTRACTOR), do hereby enter into the following unconditional and irrevocable undertaking with the Board of Trustees of Horniman Public Museum & Public Gardens Trust (MUSEUM), that on condition that the MUSEUM enters into a Contract for the subject Estates Maintenance with CONTRACTOR ("CONTRACT") and in consideration of same:

1. CONTRACTOR shall perform all of its obligations contained in the said CONTRACT.
2. If CONTRACTOR shall in any respect be determined by the MUSEUM to have failed to perform the said obligations contained in the said CONTRACT or commits any breach thereof, we shall, on simple demand from the MUSEUM, ourselves promptly perform or take whatever steps may be necessary to achieve performance of the obligations of CONTRACTOR under the CONTRACT and shall indemnify and keep indemnified the MUSEUM against any loss, damages, costs and expenses, howsoever arising from the said failure or breach of CONTRACT as determined by the MUSEUM, as if we were the original obligor.

3. We shall not be discharged or released from our undertaking hereunder by any waiver or forbearance by the MUSEUM whether as to payment, time for performance or otherwise.
4. The expressions MUSEUM, SERVICES and CONTRACT and other terms or expressions in capital letters shall have the meaning respectively ascribed to them in the CONTRACT AGREEMENT.
5. This Guarantee shall be governed by and construed in accordance with the laws of [Insert Name of the Country or Law].

Yours faithfully,

Signed by:

Name:

Position:

Date:

Duly authorized to sign this guarantee for and on behalf of:

(Name of TENDERER's parent company)

