## IWM Logo_Turquoise

#### Tender Documentation

**Contract No.**

**IWM/DCM/1600**

**IWM London:**

**Art Storage Furniture - design, manufacture and installation of mobile painting racking and wall mounted painting racking**

## Tender Submission Return Date:

## 14.00 on Monday 9 January 2017

## Schedule 1 – Contract Conditions

1.0 **Introduction**

1.1 IWM (Imperial War Museums) is operated by the Trustees of the Imperial War Museum, a charitable corporation established by statute.

Founded in 1917 to record the story of the Great War and the contributions to it made by the peoples of the Empire, IWM is now the world’s leading authority on conflict and its impact, **telling the story of people who have lived, fought and died in conflicts involving Britain and the Commonwealth** from the First World War to the present day.

Our unique Collections, made up of the everyday and the exceptional, reveal stories of people, places, ideas and events across our five museums. We challenge people to look at conflict from different perspectives, enriching their understanding of the causes, course and consequences of war and its impact on people’s lives.

IWM’s five branches are:

* IWM London;
* Churchill War Rooms;
* HMS *Belfast* moored in the Pool of London;
* IWM Duxford, Cambridge;
* IWM North, Trafford, Manchester.

Each Branch provides a comprehensive range of permanent and temporary exhibitions consisting of objects from the permanent collections integrated with audio-visual interactive displays.

IWM is, in addition to its conventional museum role, a major national art gallery, a major national archive of written and audio-visual records, and a research centre. Our activities include display, education, publishing, research, trading, conferences, as well as the acquisition, documentation, study and conservation of collections.

1.2 IWM is a non–departmental public body (NDPB) overseen by a Board of Trustees and its Chairman. Its sponsor department is the Department of Culture, Media & Sport (DCMS).

1.3 Further information about IWM and all of our branches can be obtained from our website on [www.iwm.org.uk](http://www.iwm.org.uk).

1.4 IWM is an exempt charity under the terms of the Charities Act 1993 Schedule 2 (u) and (w) and as such does not have a Charity Registration Number.

# 2.0 **IWM Storage**

The Art Collection is currently stored across three locations at IWM Lambeth Road (LR) and IWM Duxford (DX). The storage strategy underpinning this tender is to increase the capacity for paintings storage in the existing LR art store and centralise the painting collection to one location (the art store at LR). To facilitate this roller racking for storing solander boxes will be relocated to DX. This supports a wider storage project that will reduce the storage footprint at LR and centralise storage at DX to enable an increase in the public gallery offer at LR.

The wider storage project involves an investment of £6.9 million to make (80%) of our collections storage fit for purpose in the next three years. The project relocates 90% of collection storage to DX and 10% (painting collection) of storage remains at LR. 

The main aims of the project are:

1. Care of the collection
2. Long term care and sustainability of the heritage buildings, landscape and infrastructure
3. Affordable, efficient and sustainable investment of public money

3.0 **Contract Requirements**

3.1 This Contract covers the removal of the existing roller racking and design, manufacture, supply and installation of new paintings storage furniture into the IWM Art store at IWM London, Lambeth Road, London SE1 6HZ.

3.2 The Contract will consist of the following work:

**Programme of work**

* The supplier will provide a detailed schedule of their work from appointment to completion. The supplier should advise how long it will take to install the storage system (indicating the number of staff employed to install), and any dates within the period stated for potential installation when your company will **not** be able to undertake this work.

**Design**

* The production of a detailed layout drawing for the storage furniture.
* The area for installation is within the LR art store at IWM London. The area in which the mobile painting storage furniture is to be installed has been used for storing paper collections on mobile shelving. We would like the removal and disposal of the existing racking (excluding the shelves as they will be reused elsewhere) included as a cost in the tender. The three areas of work: removal and disposal of existing racking; installation/manufacture of moving panel storage and installation/manufacture of fixed wall storage should be provided as three separate costs.
* A plan of the room is attached as an Appendix to this tender. It includes details of the proposed changes and the current racking layout.
* The maximum load for the ground floor is 4.8kN/m².
* The layout for the storage furniture should provide the most efficient use of available space whilst maintaining access to all collections with appropriate aisles and consideration for access equipment.
* Tenderers are required to produce a plan and price meeting a £100,000 budget allowance. The budget should include a breakdown of cost per activity (removal of existing racking, design, manufacture and installation of both types of racking).

**Manufacture/Supply**

* The supply of all component materials and equipment to the premises must be in time for the start of the installation phase.
* All new storage furniture is to be provided subject to PD5454.
* All mobile storage furniture installed should be modular and should have the ability to be removed from the building and re-assembled in an alternative location with minimum disruption to the building. The mobile storage furniture should also allow for flexible use with the existing system. Any potential restrictions, i.e. compatibility of fixings, handling mechanisms, layout, grid size, should be detailed within the tender documentation.
* Tenderers should submit a method statement detailing how the storage furniture can be disassembled to enable re-use.
* IWM intends to install storage furniture to provide sufficient capacity to ensure the long-term safety and preservation of the items thus stored. Tenderers should outline the exact capacity (in linear metres and square metres) of the storage furniture.
* The hooks required to attach paintings to the screens should be detailed, we have a preference for S hooks or Absolute hooks (http://www.absoluteproduct.com/storage-hook.html) as we currently use them through the store or a suggested alternative should be provided, paying particular attention to the need to handle the collection safely within the floor loading and the constraint of racking.

**Installation**

* The storage furniture is to be installed from **mid Feb 2017** and completed no later than **10 March 2017**.
* The existing paintings will remain in situ in the store so detail how appropriate care will be taken to work within the constraints of this requirement.

4.0 **Schedule of Work**

4.1 During the project, work in the building can be undertaken between 9am and 5pm from Monday to Friday, although consideration will be given to working outside these hours, and at weekends should this be required. Any such working must be agreed with IWM as this will require co-ordination with IWM staff.

4.2 IWM staff will be on the Premises throughout the project to ensure that the procedure is undertaken to the agreed methodology and timescale, and to work with the Contractor to assess the programme.

5.0 **Access to Premises**

5.1 The project involves the Contractor working at IWM London. The following represents the instructions regarding access and issues relating to working at the Premises.

5.1.1 The Contractor is required to report to the Rear Yard Reception Office, located at the back of the building, upon arrival at the Premises. IWM staff will supervise the contractors working within the LR art store.

5.1.2 It is the responsibility of the Contractor to remove all waste created in the delivery and installation of the storage. During the tender site visits, the Contractor should assess the route to the LR art store and the specific location for the installation of the new storage furniture in order to minimise the risk to and impact on the existing collections. Any requirements to prepare the existing layout of storage furniture should be agreed in advance.

#### 6.0 Payment & Invoicing

All invoices must reference an IWM Purchase Order Number, and must be forwarded to the following address to ensure their prompt payment:

Department of Finance

Imperial War Museum

Lambeth Road

London

SE1 6HZ

IWM agrees to pay all invoices within 30 days of their receipt. However, should there be a dispute over charges or the work completed in relation to the contracted agreement, then the payment will be delayed until resolution has been agreed, and the 30 days payment period will commence from the date of resolution.

**Section 2 – Specification for Storage Furniture**

1.0 **Introduction**

The storage furniture is required to be installed in the existing art store as set out in the room layout documents attached in the Appendix. Some of the walls have electrical works on so the wall racking will need to be designed around these restrictions.

Tenderers are required to view the area and provide an appropriate solution to make the best use of the space to the specification set out in 2.0. Please contact Robert Rumble via email: [rrumble@iwm.org.uk](mailto:rrumble@iwm.org.uk) or telephone 020 7416 5345 to organise a visit, ideally within week commencing **12 December 2016**.

2.0 **Storage Furniture Requirements**

The tender submissions should detail how the furniture meets the below requirements.

|  |  |  |  |
| --- | --- | --- | --- |
| No | Type | Specification | |
| 1. | Moving panel storage for framed artworks | Quantity | To maximum use of the floor area, specify the m2 storage provided. |
| Construction | * Materials - moving panels: Aluminium construction; overhead track: Galvanized steel; no applied finishes; * Structural frame and handle shall be welded assembly; * Hanging surface is to be structurally attached to the frame for its whole perimeter; * Standard hanging surface shall be flattened and expanded (square) aluminium sheet metal mesh, to secure the hook; * Load bearing trolleys supporting the screens are to have bearings and vibration dampers; * The floor track shall exist under each panel in the stored position only * Panels to pull out to expose it’s full unobstructed width * Floor loading capacity is 4.8kN/m2, assumed design load on each panel is 12kg/m2; each picture hook can carry 57kgs; * Cushioned stops shall limit the panel at both ends of its travel; |
| Access requirements | Minimum clear gangway width to external walls 750mm |
| Operation | * Hand operated running on wheels; * Indicate force required to move a load of 400kgs; |
| 2. | Fixed panel storage for framed artworks | Quantity | To maximum use of the wall area, specify the m2 storage provided. The potential eight locations are marked in the appendix. |
| Construction | * Materials - aluminium construction; no applied finishes; * Weight of panels to bear onto the floor through posts, restrained with brackets to the walls. * Structural frame shall be welded assembly; * Hanging surface is to be structurally attached to the frame for its whole perimeter; * Standard hanging surface shall be flattened and expanded (square) aluminium sheet metal mesh, to secure the hook; * Rear of panels to be approx. 250mms from existing wall (inner face) * Floor loading capacity is 4.8kN/m2, assumed design load on each panel is 12kg/m2; each picture hook can carry 57kgs; |

**Section 3 – Tender Information**

Tenderers are required to include all of the requested information within their tender; otherwise their tender could be rejected.

#### Cost Schedules

1.1 A breakdown of the costs associated with the removal of existing racking, design, manufacture, and installation of both types of racking should be itemised in the tender.

1.2 Tenderers are required to include their preferred payment schedule. Please note that this is subject to discussion and agreement with IWM, prior to finalising the terms of payment.

#### 2.0 General Company Information

Within your tender submission, please include full details on the following:

* please specify the name of the Project Manager to be appointed to manage the contract, inclusive of their individual job description, and personal history, inclusive of previous similar projects.
* one copy of your last two full sets of audited accounts.
* Schedule 5 – the Company Questionnaire
* details of 24 hour emergency telephone and facsimile contact numbers.

3.0 **Programme**

3.1 Tenderers are required to view the area and provide an appropriate solution to make the best use of the space for the storage within the limits on weight loading and use of access equipment.

3.2 This programme should be based upon the proposed dates within the tender, subject to any restrictions as indicated. It should also be based on the hours of operation (See Item 4 of Schedule1: Schedule of Work)

#### 4.0 Staffing

4.1 Tenderers are required to provide a clear resource schedule against their programme which clearly indicates the staff that will be on the Premises to undertake the work. This should identify the individual roles of these staff and numbers on the Premises at any given time. This should equate to the labour costs included in the tender return.

4.2 Tenderers are required to advise on whether staff are employed directly by the Contractor, or from any other specialist provider. If the latter, please provide the company details, and indicate the nature of their relationship with your organisation, and how you appoint and manage this relationship.

4.3 Tenderers are required to provide an up-to-date overall report of the current training programme in place for their staff.

#### 5.0 Risk Assessments/Method Statements

5.1 Tenderers are required to submit detailed method statements which indicate the tasks involved in the installation of the storage furniture.

5.2 Tenderers are to provide clear risk assessments associated with the delivery of the Contract services.

#### 6.0 Additional Information

6.1 Within your tender submission, please provide detailed descriptions of your proposed methods of undertaking the following:

* co-ordinating the project and implementing effective management of the work schedule;
* your proposals for liaising with our project management teams to ensure the project remains on schedule;
* a quality assurance methodology and issue escalation procedures

6.2 Please also advise on any additional measures, based upon your experience, which would benefit this project.

#### 7.0 Contract Award Criteria

7.1 Tenders will be assessed on the following criteria. The figure in brackets represents the weighting given to these criteria in the final assessment:

* Cost & Resource Schedule including proposed hours of operation (**5**)
* Programme (**5**)
* Maximum storage capacity achieved (**5**)
* Method Statements/Risk Assessments (**5**)
* Management & Support (**4**)
* References (**2**)
* Quality of Documentation (**2**)

Each of these criteria will be marked out of 5 where 5 represent a perfect compliant response, and 0 represents no response submitted.

7.2 Each tender will be assessed within the categories covered in the tender, and a short-listed selection of tenderers will be invited to interview during **24 January 2017 at IWM London** to discuss their submissions. Tenderers are requested to advise on any times on this date when they would not be available for interview. However, please note that IWM may not be able to accommodate all requests.

8.0 **Tender Return**

8.1 Tenders must be returned by **14.00** on **Monday, 9 January 2017 to**:

Simon Bourne

Head of Procurement & Compliance

Imperial War Museum

Lambeth Road

London

SE1 6HZ

8.2 Please ensure that **3 copies** of the tender are submitted, along with **1 copy** on a memory stick. Only **one** copy of the financial information is required and this can be submitted in electronic format only.

**Section 4 – Terms & Conditions of Contract**

The following represent the terms and conditions that will apply to this contract.

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.

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

* "**Contract Fee**" means the fee 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;
* “**Commencement Date**” means “to be inserted once agreed between IWM and the Contractor”
* “**Charges**” means the charges payable by IWM in accordance with clause 2 and as set out in Schedule 1;
* “**Premises**” means IWM London, Lambeth Road, London, SE1 6HZ;
* "**Specification**" means the description and specification of the contract requirements;
* "**Sub-Contractor**" means any person, firm or company under contract to the Contractor to perform work or provide professional services;
* “**Works**” means the design, manufacture and installation of storage furniture into the Art Store of the Lambeth Road Premises.

1.3 The headings to these terms shall not affect the interpretation thereof.

1.4 Any notice or other communication whatsoever which IWM is required or authorised by the Contract to give or make to the Contractor shall be seen to be given if sent by post in a prepaid letter addressed to the last known address of the Contractor 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 **Duration and Service**

2.1 Subject to clauses 5 (Bankruptcy) and 19 (Break), this Contract will commence on the Commencement Date and will continue until either the completion of the Work, or the early termination of the Contract.

2.2 Subject to the provisions of these terms, the Contractor agrees to deliver the Contract, in accordance with the terms of this Contract.

2.3 The Contractor shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with the Contract.

3.0 **Recovery of Sums Due**

3.1 The Contractor will invoice IWM, based upon the Payment Schedule.

3.2 During the term of this Contract the Contractor may request an increase in the Charges if and to the extent that the Contractor’s costs are increased by changes in law which have effect after the Commencement Date. Any request must be made in writing to IWM outlining the circumstances of the request to change, and can only be introduced upon receipt of written authorisation of IWM.

4.0 **Value Added Tax**

IWM shall pay to the Contractor, in addition to the Contract Fee, 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:

1. the Contractor under goes 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
2. where the Contractor is and 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 other jurisdiction within the United Kingdom; or
3. 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 this 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 of termination for default under clause 19 and provisions in clauses 19.5 and 19.6 shall apply.

6.0 **Transfer & Sub-Letting**

The Contractor shall not give, bargain, sell, 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.

7.0 **Warranties & Undertakings**

The Contractor warrants and undertakes that:

7.1 all parts, materials and equipment supplied in the performance of the Contract shall be new, of satisfactory quality, and fit for purpose, and suitable to ensure the continued operation of the equipment in accordance with the manufacturer’s specification and free of defects in design, materials and workmanship,

7.2 they shall carry out the Services and leave any work in such a manner as not to cause any possible damage to any member of IWM staff, its sub-contractors, and agents, or members of the Public or the Premises.

7.3 they shall comply with all security arrangements in force at any time at the Premises.

7.4 they shall not display any signs or advertisements on or adjacent to the Premises without IWM’s prior written permission.

7.5 they shall use its best endeavours to procure that all sub-contractors, and all supply agreements entered into by the Contractor, shall include provisions sufficient in the event of the termination of this Contract, or the relevant Services for any reason whatsoever to require the sub-contractor or supplier to accept a novation of the relevant sub-contract or supply agreement from the Contractor to IWM and in the event of such determination the Contractor shall, if requested by IWM enter into such a novation agreement.

8.0 **Corrupt Gifts and Payment of Commission**

8.1 The Contractor shall not:

(a) offer; or give; or agree to give to any person in IWM’s service 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.

8.2 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 for IWM's service 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

9.0 **Security Vetting**

9.1 The Contractor is responsible for the 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.

9.2 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 agreed by IWM, and that the contractor agrees to pay the administration charge of £41 per clearance, that IWM is charged for this service.

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

9.4 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.

9.5 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.

9.6 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.

9.7 Failure to comply with this requirement could result in the employee not being granted access to IWM.

10.0 **Use of Documents, Information etc.**

10.1 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.

10.2 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.

10.3 Any specification, plans, drawings, or any other documents issued by or on behalf of IWM for the purposes of the Contract shall remain IWM’s property.

11.0 **Disclosure of Information**

11.1 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.

11.2 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, or any subsequent amendments, 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.

12.0 **English Law**

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

13.0 **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 two 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.

14.0 **Intellectual Property Rights (IPR)**

The IPR in all drawings, documents and other material containing data and information furnished to the Contractor by IWM shall vest solely with IWM. The property in all drawings, documents and other materials containing data and information furnished to IWM by the Contractor hereunder shall vest with the Contractor.

15.0 **Safety**

15.1 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.

15.2 The Contractor shall comply with IWM’s Instructions & Guidelines for Contractors working at IWM, which can be obtained from IWM.

16.0 **Insurance**

16.1 The Contractor shall effect and maintain insurance to the following levels for the duration of the Contract:

* Employers Liability - £2m;
* Public Liability - £5m;
* Professional Liability - £2m

16.2 The Contractor shall ensure that any sub-contractor(s) employed by the Contractor in the delivery of the Services must ensure that the sub-contractor has the same level of insurance as listed in clause 16.1, as is applicable for the Services they are delivering.

16.3 The Contractor shall, whenever required by IWM, provide copies of their valid insurance certificates pursuant to clause 16.1.

16.4 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 their interests and recover loss and damages from the Contractor.

16.5 The terms of any insurance or the amount of cover shall not relieve the Contractor or his sub-contractors or consultants of any liabilities under the Contract, their sub-contracts or their terms of commission.

17.0 **Duty of Care**

The Contractor shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with the Contract.

18.0 **Observance of Regulations**

18.1 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, from IWM.

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

19.0 **Break**

19.1 If either Party to this Contract is found to be in breach of this Contract, they must write to the other Party identifying the breach, and the Party in breach must respond within **five working days** to either put right the breach within a further five working day period, or identify the solution to the breach and a timeframe for rectification that is acceptable to the other Party. If the breach is not remedied by the agreed date, the Party whose contractual rights have been breached can issue a letter of termination giving **one week’s notice** to terminate the Contract.

For clarification purposes, poor quality of work; failure to comply with IWM’s rules for working at the Premises, and non-compliance with the agreed Works Programme are all considered as being a breach of Contract.

19.2 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 Fee, or, where no agreement exists, a fair and reasonable fee.

19.3 IWM shall indemnify the Contractor against any commitments, liabilities or expenditure which are 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.

19.4 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 total contract fee.

19.5 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 19.6 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.

19.6 Clauses which shall apply under 19.5 shall be:

* Confidentiality
* Insurance
* Intellectual Property Rights
* Governing Law and Jurisdiction
* Freedom of Information Act 2000

20.0 **Contractor's Organisation**

20.1 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.

20.2 All personnel deployed on work relating to the Contract must have appropriate qualifications and competence and in all respects be acceptable to the IWM. Where so required, full particulars of all personnel to be employed, shall be forwarded in advance to the Designated Officer for confirmation of acceptability.

21.0 **Contract Documents**

In any case of discrepancy between these terms and other documents forming part of the Contract these terms 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 terms and the same shall have been affected in accordance with clause 22.0.

22.0 **Variations of Contract**

Any variation of any provision of this Contract must be effected in writing issued to IWM, and no purported variation by any other means shall bind IWM.

24.0 **Contract Fee**

24.1 Unless otherwise stated in the Contract, the Contract Fee shall represent the total Contract Fee for the Services including the cost of all labour, materials, equipment, overheads and all other costs of the Contractor in connection with the Contract for full and proper performance by the Contractor.

24.2 **This clause only applies where IWM is required to make pre-payments to the Contractor for equipment and materials that are stored at the Contractor’s premises**.

The Contractor is to comply with the following in relation to materials and equipment and hardware acquired and retained at Contractor’s premises but paid before transfer to IWM Premises

* **Ownership** – upon the receipt of IWM’s advance payment, all hardware, materials, works-in-progress (“**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** – IWM retains the right for its representative to visit the premises of the Contractor to view the Materials, or can request the Contractor to provide photographic evidence of the condition of the Materials.

25.0 **Transfer of Responsibility**

25.1 In the event that a different organisation is required to take on the Services at the expiry or termination of the Contract, the Contractor shall co-operate in the transfer under arrangements to be notified to him by IWM.

25.2 The transfer shall be arranged between IWM and the Contractor so as to reduce to a minimum any interruption to the Services.

26.0 **Quality Assurance**

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

27.0 **Freedom of Information Act 2000**

27.1 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.

27.2 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:

1. 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;
2. 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.

27.3 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

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

27.5 The Contractor acknowledges that (notwithstanding the provisions of clause 27) 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:

1. without consulting the Contractor; or
2. following consultation with the Contractor and having taken their views into account;

provided always that where 27.5(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.

276.6 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.

27.7 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 27.

### 28.0 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 in 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.

### 29.0 Force Majeure

29.1 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.

29.2 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.

29.3 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.

29.4 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.

### 30.0 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.

## 31.0 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 so without that consent shall be void.

### 32.0 Entire Contract

32.1 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.

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

**Section 5 – Company Questionnaire**

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| **COMPANY QUESTIONNAIRE – Art Storage Furniture 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:   * 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: Policy/Procedures** |
| 18 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. |
| 19 Please provide copies of the following policies:   * your **outline** health & safety policy * your **outline** environmental policy, inclusive of your sustainability policy * your equal opportunities policy |
| 20 Please complete the following with regards to your company’s insurance policies:  **Public Liability (to £5m)**:  Policy No:  Expiry Date:  Limit of Indemnity:  **Employers Liability (to £2m)**:  Policy No:  Expiry Date:  Limit of Indemnity:  **Professional Liability (to £2m)**:  Policy No:  Expiry Date:  Limit of Indemnity:  Please include a copy of the insurance certificate for each policy. |
| 21 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. |
| 22 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. |
| 23 Do you have a Business Continuity Plan (BCP), or equivalently titled document? If so;   * 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? |
| 24 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 4 - References** |
| 25 Please provide summaries (no more than two sides per project) of similar current or recent projects where you have provided similar services |

**Section 6 - Contract Timetable**

Issue Tenders 30 November 2016

Site Visits w/c 12 December 2016

Tender Returns 2pm on 9 January 2017

Shortlist Interviews 24 January 2017

Award Date End of January 2017

Contract Start Date February 2017

**Section 7 – IWM Contract Selection Team**

The following IWM staff are responsible for the tender process and the award of the Contractor.

Lindsay Flood

Head of Movement & Storage

Department of Collections Management

Imperial War Museums

Lambeth Road

London

SE1 6HZ

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E: [lflood@iwm.org.uk](mailto:lflood@iwm.org.uk)

Simon Bourne

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Chris Cast

Procurement Manager

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E: [ccast@iwm.org.uk](mailto:ccast@iwm.org.uk)

**Appendix 2**

**STAFF SECURITY CLEARANCE**

**NOTIFICATION FORM**

**CONTRACTOR:**

|  |  |  |
| --- | --- | --- |
| **Level of CRB** | | |
| **IWM Branch** | **Start Date** | **Staff Name** | **Basic** | **Standard** | **Enhanced** |
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| --- | --- |
| Signed |  |
| Name |  |
| Job Title |  |
| **Date** |  |

Please complete all sections of the Form and forward to IWM’s Technical Security Manager at [jpawley@iwm.org.uk](mailto:jpawley@iwm.org.uk) or addressed to Technical Security Manager, CWR, Clive Steps, King Charles Street, London SW1A 2AQ, a minimum of 48 hours prior to the individual(s) commencing work at IWM.