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# Object Movement & Storage, and freezing services:

# Nature & Love (N+L)

# Invitation to Tender

# 1. Invitation to Tender:

* 1. The Horniman Museum and Gardens is undertaking a major redevelopment of parts of its Gardens and its Natural History Gallery, to be completed by early 2026, known as ‘Nature +Love’, with an objective of widening audiences. Nature + Love is redeveloping three key areas of the estate, making new connections between outdoor green spaces and interior gallery displays.
  2. The purpose of this document is to invite tenders for the handling, packing, transport and storage for the decant phase of the Natural History Gallery as part of Nature + Love.

1.3 This document constitutes an Invitation to Tender (ITT) for the contract. Subsequent sections describe the background to the project, the work to be done under the tender and the terms and conditions under which tendering will take place.

1.4 Additional documents obtainable on request after registration of interest:

* A list of fluid specimens and the estimated packed size
* A list of identified oversized and heavy objects from the Natural History collection that require packing and transit or movement to another internal space.
* A list of identified oversized and heavy objects from the Natural History collection that require off-site storage.
* Information about the key specimen NH.H.44, walrus
* Appendix 1
* Appendix 2

**2. Background:**

2.1 The Horniman Museum and Gardens is a grade II\* listed museum with a world class Natural History, Anthropology and Musical instrument collection. Set within 16 acres of stunning grounds that also house an Aquarium, Animal Walk and Butterfly House. The Horniman connects us all with global cultures and the natural environment, encouraging us to shape a positive future for the world we all share.

Visitors come time and again to explore the free museum, take part in activities and enjoy the 16-acre gardens. And they discover something fascinating and mesmerising every time.

* 1. About the Nature + Love Project.

In 2019 the Horniman declared a Climate Emergency and in 2020 published a Climate and Ecology Manifesto outlining the steps we will take to mitigate against the climate and ecological emergency, and to help shape a positive future for generations to come including the intention to be greenhouse gas neutral by 2040. The Horniman’s first pledge is to deliver an ambitious Nature + Love project to redisplay the natural history and living collections, to highlight climate and ecological issues to a wider audience.

We are creating:

* The Nature Explorers Adventure Zone, a new outdoor destination in the Gardens, aimed at families and schools. This new zone will open up access to our currently underused and historically significant Nature Trail (which will also be reinterpreted and form part of this zone), establish a nature themed outdoor play area and adjacent Adventure Zone café all combining to connect people with the nature, encourage nature inspired exploration and play, and attract and widen our audience.
* A Sustainable Gardening Zone for effective plant propagation, connecting to a new Winter Garden which will be landscaped to increase access (the site is on a steep slope). This will open up the space and provide a place for visitors to engage with the concepts of sustainable gardening in response to the climate and ecological emergency, improve health and wellbeing and support visitors and community groups to deliver these ideas in community gardens and other spaces away from the Horniman, and will include a well-being trail.
* A reinterpreted Natural History Gallery and Nature Explorers Action Zone, exploring our relationship with nature and our understanding of, and impact upon the natural world, across time, both locally and globally. It will empower people to take action for nature and make positive environmental changes. This will incorporate a re-displayed main gallery - bringing the 60+ year old displays up to date while reflecting and celebrating its current unique historical look and feel. Our existing Nature Base will be refocused on love and caring for local wildlife into a Nature Explorer’s Action Zone, co-produced with families with children under 5 from ethnically diverse and lower socio-economic backgrounds, to meet their needs and interests and reflect best practice learning in the Early Years and Foundation stages.

This project is supported by the National Lottery Heritage Fund

**3. Deliverables:**

* The safe removal of museum collections from the Natural History Gallery to enable the stripping out of the Natural History Gallery from July/August 2024
* Crating or specialist packing of larger specimens
* On site technician support
* Transport of select specimens to off-site commercial storage
* Off-site commercial storage of select specimens
* Transport to Horniman Study Collection Centre
* Freezing of specimens (or other suitable pest control methods)
* Removal of the Walrus from its current display and re-installation of the Walrus
* The safe transport back to the Horniman Museum and Gardens of museum collections for installation of specimens during the approximate time frame of November 2025-March 2026.

**4. Project Participants for the Horniman:**

* Director of Collections Care and Estates: **Kirsten Walker**
* Content and Exhibition Project Manager, Nature + Love: **Sarah Quantrill**
* Collections Manager: **Adrian Holloway**
* Conservation Manager: **Misa Tamura**

The Collections Manager will manage the tender process and monitor the progress of the project.

**5.** **Description and Scope of Works:**

5.1 Removal from display and crating

To safely remove from display, weigh (where required), prepare and pack into contractor supplied crates or cradles c.10-15 identified oversized and heavy objects from the Natural History collection (A full list will be supplied to those tendering). This includes the Horniman walrus. All costs should be itemised per specimen and method statements, time allowance and suggested crating specification to be provided.

5.2 Transit to and storage at off-site storage

To transport 5 x of the oversized and heavy objects to off-site commercial storage (A list of these objects will be supplied and includes the Walrus). Date/s TBC during March – August 2024. We will require facilities reports for off-site storage proposals.

5.2.1 Off-site storage

The period of time for the storage is variable. Any items not required for the redisplay would require long term storage in a pest free, secure storage. Cost for both full climate and for temperature only at a per month rate per crate.

5.2.2 Return transit from off-site storage

Return transit of 5 x of the oversized and heavy objects to Horniman Museum and Gallery (A list of these objects will be supplied and includes the Walrus). Date/s TBC during August 2025 -January 2026.

5.3 Internal movements

* To provide temporary packing if required for the move, and to move 3 x dioramas within the Horniman Museum as outlined on 3 x occasions. Please provide method statements. All equipment for the move is to be provided.
  + Move from the Natural History Gallery to an alternative gallery on site on a date TBC in July/August 2024
  + Move between two galleries on site on a date TBC in July/August 2024
  + Move back to the Natural History Gallery on a date TBC during August-October 2025
* Bespoke packing for and movement of 2 x large rectangular fossils (these are included in the oversized and heavy objects list). Please provide method statements.
  + Move from the Natural History Gallery to an alternative gallery on site on a date TBC in July/August 2024
  + Move between two galleries on site on a date TBC in July/August 2024
  + Move back to the Natural History Gallery on a date TBC during August 2025 -January 2026

5.4 Transit between sites.

5.4.1 To transport collections that have been prepared and packed for transport, from the Horniman Museum and Gardens (HMG) – Forrest Hill to the Horniman Study Collections Centre (SCC) – North Greenwich at dates TBC during March – August 2024. Provide a per load/transit cost. Contractor technicians will be required to load, and unload, and equipment to load is to be provided.

5.4.2 To transport collections that have been prepared and packed for transport, from the Study Collections Centre – North Greenwich to the Horniman Museum and Gardens – Forrest Hill at dates TBC during September 2025 – March 2026. Provide a per load/transit cost. Contractor technicians will be required to load, and unload, and equipment to load is to be provided.

Note the below requirements:

* Approximately 200 x collection items that are specimens preserved in fluid (mostly in Industrial Methylated Spirit and some in Formalin) which will need to adhere to H&S law in regard to the volume (estimated 400 litres being moved) A list of fluid specimens and the estimated packed size will be available. Please provide method statements.

5.5 To provide a large-scale pest control method (freezing) for a large quantity of taxidermy specimens which will be transported to the Study Collections Centre. Some will be in crates, but not all. We will require technician support for loading and unloading the specimens. The control method must be monitored so that we can be sure the treatment has been effective prior to bringing collections into the Study Collections Centre. This solution may also be required for the Walrus. To be itemised as a per month cost and method statements to be provided. See appendix 2

5.6 Unpacking from crates and installation

To safely unpack and reinstall c.10 identified oversized and heavy objects from the Natural History collection (A full list will be supplied to those tendering). This includes the Horniman walrus. All costs should be itemised per specimen. Method statements to be provided.

5.7 Technician support on site

Please provide half and full day rates for technicians to assist on site at HMG in Forrest Hill or SCC in North Greenwich for ad hoc support for de-installation, packing, transit loading support, unpacking and installation and other technical support as required. Dates TBC during March – August 2024 and August 2025 -January 2026

5.8 Contractor Responsibilities

* The provision of risk assessments and method statements for all activities on the Horniman Museum premises and in line with CDM regulations.
* The provision of staff with relevant experience in packing, transit and storage of museum collections (ideally including Natural History specimens) and a lead contact / foreman when on Horniman premises.
* All works to follow the Museum’s Rules for Visiting Contractors

5.9 Notes:

* We are an urban site with little parking for large vehicles close to the museum. Entry to the museum should be in suitable vehicles for the site (ideally 7.5 tonne vans).
* If you are not able to provide 7.5 tonnes vehicles which can drive directly to the museum, please itemise how you would propose unloading larger lorries (which can be parked only at our Bandstand which is up a short steep path to the museum). Method statements to be provided.

5.9 Essential Requirements

* The transport of museum collections must meet the minimum conditions to conform to Annex E of the Government Indemnity Scheme guidelines. See appendix 1
* External storage facilities provided must meet the minimum security and environmental conditions that are required to conform to Annex D of the Government Indemnity Scheme guidelines. If we are not familiar with your facilities we may need to visit before a contract can be awarded. See appendix 1

**6. Tender Response:**

Please register your interest by email to Adrian Holloway ([aholloway@horniman.ac.uk](mailto:aholloway@horniman.ac.uk)) by Wednesday the 14th February. Requests for access reports and clarifications may be also asked by email to Adrian. The final date for queries is the 21st February after which date all will be answered to all companies who have registered interest.

Formal tender submissions must be received by 12pm Tuesday 27th February. Tender submissions should be made electronically to Adrian Holloway (aholloway@horniman.ac.uk). We do not expect hardcopy submissions.

Documents may be sent in MS Word or PDF format. Receipt of submissions will be acknowledged by email.

**6.1 Supplier Selection**

Tender responses will be evaluated against the selection criteria below:

|  |  |
| --- | --- |
| **Costs** | 40% |
| **Ability to meet the tender and programme requirements:**   * Previous experience of exhibition transport to GIS standards including handling and packing natural sciences specimens. * Previous experience of freezing specimens * Quality of storage facilities (these must meet the GIS standards listed in Appendix 1) * Organisational ability and proven ability to pack and move large museum objects. * Outline approach to sustainability and environmental policies * At least 3 examples of relevant projects worked on, with named referees with contact details. | 40% |
| **Proposed method statements and understanding of risks** | 20% |
| **Total:** | 100% |

Tender responses will be evaluated by Adrian Holloway, Sarah Quantrill and Misa Tamura.

6.2 Structure of tender submissions, please include all these items, ideally listed as below:

A. **Your fees,** costs should be quoted ex-VAT.

|  |  |
| --- | --- |
| **Essential:** | |
| 1 | 5.1 De-installation and Crating: Cost to safely remove from display and pack the oversized and heavy objects. All costs should be itemised per object, and all costs related to the walrus to be fully itemised separately. |
| 2 | 5.2 Transport: for 5 of the oversized and heavy objects to off-site commercial storage. All costs related to the walrus to be fully itemised separately.  5.2.1 Storage: Cost for both full climate and for temperature only at a per month rate per crate.  5.2.2 Transport: for 5 of the oversized and heavy objects to return to Horniman Museum and Gardens. All costs related to the walrus to be fully itemised separately. |
| 3 | 5.3 Internal movements: Cost to move 3 x dioramas and 2 x large rectangular fossils within the Horniman Museum on three occasions each. |
| 4 | 5.4.1: To transport collections between sites during specified TBC dates. Provide a per load/transit cost.  5.4.2: To transport collections between sites during specified TBC dates. Provide a per load/transit cost. |
| 5 | 5.5: To provide a large-scale pest control method (freezing) for a large quantity of taxidermy specimens which will be transported to the Study Collections Centre. To be itemised as a per month cost. |
| 6 | 5.6: Unpacking from crates and installation of c.10 identified oversized and heavy objects from the Natural History collection. This includes the Horniman walrus. All costs should be itemised per specimen. All costs related to the walrus to be fully itemised separately. |
| 7 | 5.7: Please provide half and full day rates for technicians to assist on site. |

B. **Your other details**

|  |
| --- |
| Proposed method statement and outline programme of work. All costs and programme related to the walrus to be fully itemised separately. |
| 2-3 Examples of relevant projects worked on, with named referees with contact details |
| A statement of any risks that you foresee for this project and what mitigations you would put in place |
| Details of your company history and profile, with financial information (including the last two years sets of accounts) and environmental policy. |
| A suitable single point of contact for all correspondence relating to the tender, including email address, postal address and telephone number(s). |
| Details including contact information for any sub-contractors you would plan to use |
| Facilities report and details of proposed off-site storage facility |

6.3 Contract award

Suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new contract with a publicly funded body, the resulting contract will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

We will award the contract in part or full based on financial and other considerations, and it is essential to attend an on-site visit to the Horniman Museum Gardens ahead of tender submission.

6.4 Approximate project timeline

* Issue invitation to tender: 1st February 2024
* Deadline for registration of interest and clarifications (by email to Adrian Holloway): Wednesday 14th February 2024
* Site visit opportunities:
  + Wednesday 7th February 9:00-10:00
  + Thursday 8th February 9:00-10:00
  + Thursday 8th February 15:00-16:00
  + Thursday 15th February 9:00-10:00
  + Thursday 15th February 16:00-17:00
  + Tuesday 20th February 9:00-10:00
* Deadline for tender submissions noon: 5pm Tuesday 27th February 2024
* Aim to award: Thursday 7th March 2024

6.5 Contract Terms and Conditions

**Horniman Museum and Gardens**

**Standard Terms & Conditions of Purchase for Goods and Services (November 2018)**

1. Definitions

In these conditions "HMG" means the Horniman Public Museum & Public Park Trust (known as the Horniman Museum and Gardens); “Contract" means the Purchase Order together with these Conditions and any other documents attached or referred to therein; " Data" means all designs, models, mock ups, drawings, prints, samples, analysis results, data and documents of all kinds, materials, photographs, negatives, diskettes, films, software or any similar items supplied by the HMG or procured from the Supplier of any third party for the purposes of the Contract; "Goods" means the goods specified in the Purchase Order (or amendment thereof) to be supplied by the Supplier in accordance with the Contract. "IPRs" means all copyright and other intellectual property rights, howsoever arising throughout the world and in whatever media or format, whether or not registered, including patents, trademarks, service marks, database rights, trade names, design rights, performance rights (incorporating, without limitation, an irrevocable license to use the name, sobriquet, autograph, likeness, photograph, portrait, caricature, silhouette or voice of any performer), publication and distribution rights and any applications for the protection or registration of these rights, for the full period for which such copyright and other rights subsist including all renewals, revivals and extensions thereof; "Purchase Order" means the HMG's official numbered order; " Services" means the services specified in the Purchase Order including the giving of advice ( or amendment thereof) to be carried out by the Supplier in accordance with the Contract; The "Supplier” means the supplier named in the order.

1. Assignment or Sub-Contracting

The Supplier shall not assign or subcontract the whole or part of the benefits or burdens under the Contract without the previous consent of the HMG. The HMG may assign or subcontract the whole or part of the benefits or burdens under the Contract to any company which is a subsidiary of the HMG.

1. Performance

Goods supplied under this Contract shall: (a) be of good and sound design, materials and workmanship; (b) be of merchantable quality and fit for the purpose(s) for which they are supplied under the Contract; (c) conform as to description, specification and quantity with the particulars stated in the Contract; (d) comply with all statutory requirements; (e) be free from any defect in title; and (f) be returnable to the Supplier within 21 days in the event the Goods are damaged or have suffered damage during manufacture or transit which could reasonably be discerned from the inspection on delivery or which are not in accordance with the Contract, in which case the Contract shall be deemed to be terminated in accordance with clause 20 (a).

Services executed under the Contract shall (a) be carried out with reasonable skill and care; (b) be carried out with due expedition and in so far as is reasonably practicable within the time if specified under this Contract; (c) comply as to the description, specification and quantity with the particulars stated in the Contract; and (d) comply with all statutory and other regulations applicable to the Services that are in force at the time and delivery of the Services.

1. Price/Payment
2. The price(s) detailed in the Contract shall remain firm and fixed for the duration of the Contract. The Supplier shall send a detailed invoice; with VAT quoted separately, quoting the Order number to the Finance Department, Horniman Museum & Gardens, 100 London Road, London, SE23 3PQ or may be emailed to [invoices@horniman.ac.uk](mailto:invoices@horniman.ac.uk).
3. Payment will be made by the HMG no later than the end of a period of 30 days from the date on which relevant invoice is regarded as valid and undisputed. HMG will consider any invoices for payments submitted by the Supplier in a timely fashion and undue delay in doing so is not to be regarded as sufficient justification for failing to treat an invoices as valid and undisputed.
4. In the case of the supply of Services: unless otherwise expressly agreed on the face of the Purchase Order the Supplier shall be fully responsible for arranging his/her travel and any accommodation (and that of any member of the Supplier’s staff or any person employed or engaged by a sub-contractor, agent or servant of the Supplier) within and/or to and from the United Kingdom in connection with Contract (including but not limited to all flights, transfers and other travel arrangements, travel insurance and visas) and shall be fully responsible for meeting all costs associated with the above.
5. Delivery/Completion of Order

The Goods shall be delivered at the times, dates and place specified in the Contract. Delivery shall be deemed to be made on receipt of the Goods by the HMG in accordance with the Contract.

The Services shall be deemed completed when completed in accordance with the Contract. Where the Supplier requires access to the HMG's premises in order to discharge its obligations under the Contract, the Supplier shall at all times comply with the security requirements and site rules and regulations of the HMG and it shall be responsible for effecting its own insurances which shall, where applicable, include employer’s liability, professional indemnity and public liability insurance.

1. Inspection, Rejection and Guarantee

Without prejudice to any of its other rights hereunder, the HMG may by notice to the Supplier reject all or any of the Goods and/or Services if the Supplier fails to comply with any of its obligations under the Contract. The HMG shall not be deemed to have accepted the Goods and/or Services until the HMG has had a reasonable time after delivery to inspect the Goods and/or Services without charge. The Supplier shall at the HMG's option replace Goods or rectify Services rejected by the HMG with Goods and/or Services which in all respects conform to the Contract or credit the HMG with the invoice price thereof. The Supplier shall guarantee the Goods for the shorter of 12 months from putting into service or 18 months from delivery.

1. Risk and Property

Risk and property in the Goods shall without prejudice to any other rights or remedies of the HMG pass to the HMG at the time of acceptance of the delivery of the Goods at the HMG.

1. Damage in Transit

The Supplier shall without charge to the HMG promptly either repair or replace (at the HMG's option) any Goods damaged in transit or which having been placed in transit fail to be delivered to the HMG, provided that the HMG gives notice, within 30 days of delivery, of damage to the goods or within 10 days of the notified date of delivery that the Goods have not been delivered.

1. Labelling and Packaging

The Goods shall be packed and marked in a proper manner and in accordance with the HMG's instructions and any statutory requirements and any requirements of the carrier. The Goods shall be marked with the Purchase Order number and name of contents on each container and all containers of hazardous Goods (and all related documents) shall bear prominent and adequate warnings. All packaging materials will be considered non-returnable and destroyed unless the Supplier's advice note states otherwise.

1. Intellectual Property Rights

Any Data supplied by the HMG for the purposes of the Contract shall remain the unencumbered intellectual property of the HMG.

The Supplier warrants that in the manufacture of the Goods/ supply of Services/ provision of know-how to the HMG under the Contract the Supplier shall not infringe the IPRs of any third party and that the Supplier shall ensure that it has the right to provide such know-how and is not disclosing the same in breach of confidence.

Unless HMG otherwise expressly agrees ion writing all IPRs in the Goods and/or Services (including without limitations IPR's comprised in any associated Data) prepared or developed (or to be prepared or developed) by the Supplier under or in connection with the Contract are hereby assigned to and shall vest in the HMG free from any encumbrance and with full title guarantee. The Supplier unconditionally, irrevocably and in perpetuity waives all moral and author's rights and rights of a similar nature under the laws of any jurisdiction which the Supplier may have in Goods and/or Services and any associated Data.

If for the delivery of the Goods/supply of the Services the Supplier requires the supply by HMG of Data comprising the registered and/or unregistered trademarks of the Horniman Museum and Gardens, together with permission to use the same, such permission and supply shall only be made in the format and context agreed in each case in writing in advance by the Trustees of the Horniman Museum and Gardens, and shall require the Supplier to comply with any brand guidelines and license conditions communicated to the Supplier from time to time. Any right to use the registered and/or unregistered trademarks of the Horniman Museum and Gardens will automatically terminate upon termination of this Agreement.

1. Health and Safety

The Supplier shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety in performance of this Contract and/or working on the HMG's premises.

1. Prevention of Corruption

The Supplier shall not itself or in conjunction with any other person:-

(a) corruptly solicit, receive or agree to receive, for it or for any other person, or

(b) offer or agree to give to any person in the HMG's service, or any other supplier who has a contract with the HMG any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person, in relation to this Contract or any other contract to which the HMG is party.

Without prejudice to clause 17, the HMG may forthwith terminate the Contract with the Supplier if the Supplier is

(a) in breach of clause 12; or

(b) convicted of any offence under the Bribery Act 2010

Any dispute or difference of opinion arising in respect of either the interpretation or effect or application of this clause 12 shall be decided by HMG whose decision on the matter shall be final and conclusive.

1. Indemnity

The Supplier shall indemnify and keep indemnified, the HMG against:

(a) all claims, proceedings, actions, damages, legal costs, expenses and other liabilities whatsoever arising out of or in connection with the supply of Goods and/or Services and/or the assignment of IPR's pursuant to the Contract, in respect of death or personal injury to any person (including, without limitation, employees of the HMG), or any damage to property, loss, damages, costs, or other claim for compensation and any legal or other expenses which are awarded against or incurred by or paid or agreed to be paid by the HMG, however the same may arise, unless caused by the negligence of the HMG;

(b) (in the supply of Services) any demands for any income tax and primary and secondary class 1 National Insurance or similar contribution, including any penalties or interest arising from any claim that the Supplier (which expression in paragraphs (b) (c) and (d) of this clause 13 includes or any member of the Supplier's staff or any person employed or engaged by a sub-contractor, agent or servant of the Supplier) is or was an employee of the HMG at any material time during the performance of the Contract;

(c) (in the supply of Services) any claim whether statutory, contractual or at common law brought by the Supplier and arising out of or based upon an allegation that the Supplier was at any material time during the performance of the Contract an employee of the HMG;

(d) (in the supply of Services) any penalties or charges incurred by the HMG in connection with the Supplier’s immigration status; and

(e) the HMG’s reasonable costs (on a full indemnity basis) of dealing with any such claim or matter under (a), (b), (c) or (d) above.

1. Taxation

At all times during the term of this Contract or after it has ended, the Supplier shall comply properly with the requirements of all relevant legislation and agreements relating to payment of value added tax, corporation taxes, income and other taxes and statutory charges levied in respect of the provision of the services to HMG and/or the fees payable to the Supplier under this Contract (“the Tax”), and shall be responsible for payment of the Tax.

Where the Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, they shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration, and shall be responsible for paying all NICs.

HMG may, at any time during this Contract, request the Supplier to provide information which demonstrates how the Supplier complies with the above obligations in relation to taxation or why those clauses do not apply to the Supplier. Such a request may specify the information which the Supplier must provide and the period within which that information must be provided.

HMG may supply any information which it receives under a request above to the Commissioners of Her Majesty’s Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

1. Insurance

The Supplier shall effect and maintain general third party and where applicable product liability and professional indemnity insurance cover with a combined bodily injury and property damage limit of not less than five million pounds (£5,000,000) per occurrence or series of occurrences arising from the one event and unlimited cover in any period of insurance (aggregate or product liability). Such insurance shall contain an indemnity or principals clause. The Supplier shall provide evidence of such cover to HMG, if requested.

1. Confidentiality

(a)The Supplier shall treat all information, data or process in connection with the Contract as confidential and shall not use any confidential information supplied by the HMG other than for the purposes of the Contract.

(b)The Supplier acknowledges and agrees that HMG may at any time during the term of the Contract be subject to a legal duty or central governmental directive to publish prescribed parts or full terms of any contract in the public interest (including without limitation the whole or any terms of this Contract and the specification/scope of services and/or the prices comprised herein) and that such legislation or central governmental directive overrides any contractual duty of commercial confidence owed to the Supplier whether under this Contract or otherwise and the Supplier waives any and all rights of claim for breach of commercial confidence against HMG, its agents and employees, howsoever arising, and shall hold HMG, its agents and employees, harmless in respect of any claim for loss or damage suffered by the Suppliers as the consequence of HMG’s discharge of any duty of law of central government policy to publish prescribed parts or the whole of this Contract.

(c) Information supplied electronically by HMG to the Supplier, marked as “Sensitive” encrypted and password protected shall not be transmitted by the Supplier to any third party other than in an encrypted and password protected format and with the prior consent in writing of HMG.

(d) Where the Services supplied under this Contract involve:

(i) the handling by the Supplier of the personal information of citizens, such as home addresses, bank details or payment information; or

(ii) the personal information of employees or agents of HMG such as payroll, travel booking or expenses information; or

(iii) the supply of ICT systems and services which are designed to store, or process, data marked “official” or “sensitive” by HMG;

Then, in any of the above cases (i)-(iii):

(iv) where the Supplier acts as HMG’s data processor, HMG and the Supplier must enter into a collateral agreement or addendum to this Contract governing such data processing in compliance with the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction; and

(v) the Supplier shall hold and maintain Cyber Essentials (or, if appropriate, Cyber Essentials Plus) certified assurance in respect of cyber security to the standards set out in the HM Government Procurement Policy Note: *Cyber Essentials Scheme; Action Note 09/14; 25 May 2016*, a copy of which may be inspected here: <https://www.gov.uk/government/publications/procurement-policy-note-0914-cyber-essentials-scheme-certification>

1. Transparency

(a) The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act (“the Act”) the text of this Agreement, and any Schedules to this Agreement, is not Confidential Information.  The Authority shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provisions of the Act

(b) Notwithstanding any other term of this Agreement, the Contractor hereby gives its consent for the Authority to publish this Agreement and its Schedules in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Authority decides.

1. Suppliers Staff

HMG reserves the right to refuse to admit to its premises (or to withdraw permission to remain on its premises), any member of the Supplier's staff or any person employed or engaged by a sub-contractor, agent or servant of the Supplier:

(a) who does hold all necessary and applicable immigration permits to work legally for HMG pursuant to this Contract;

(b) in respect of whom the Supplier cannot or does not provide all necessary details and/or supporting documentation as requested by HMG from time to time to enable HMG at its own cost to conduct relevant security clearance checks to satisfy the requirements of HMG’s Security Policy and HMG’s Baseline Personnel Security Standard for the verification of the identity, nationality, and immigration status, employment history and criminal record prior to and during the continuance of this Contract;

(c) who does not wear or carry valid HMG identification at all times while on the HMG’s premises and produce it immediately upon the HMG’s request; or

(d) whose admission or continued presence would be, in the unfettered opinion of HMG contrary to its interest.

The Supplier shall at all times adhere to the requirements of the National Minimum Wage Act 1998 (as amended from time to time).

The Supplier warrants that its Staff have obtained the necessary immigration authorisation to allow the Supplier and its Staff to work legally for HMG for the term of this Contract (whether in the United Kingdom or at another location).

HMG and/or its authorised representative shall be entitled, at any time and without giving notice to the Supplier, to carry out at its own cost such tests of the Supplier’s compliance with the requirements of this clause as it may deem necessary. Such tests shall be designed and implemented so as to minimise the impact on the Supplier’s performance of this Contract.

1. Disability Rights

The Supplier warrants that all Goods and/or Services supplied under this Contract conform (or shall be capable of conforming in the hands of the HMG) with the guidance contained in the Disability Rights Commission's Code of Practice: Rights of Access: services to the public, public authority functions, private clubs and premises (2006) a copy of which may inspected at **http://www.opsi.gov.uk/SI/si2006/20061967.htm.**

1. Termination

(a)Without prejudice to either party's other rights and remedies under this Contract or at law, either party may terminate the Contract forthwith on notice if the other (“the defaulting party”):

(i) commits a breach of this Contract and fails to remedy such breach ( where it is capable of remedy) within 30 days of receipt of a notice in writing requiring it to do so; or

(ii) ceases to trade, or is unable to pay its debts as they fall due or has a petition presented or a meeting convened for the purpose of winding up the defaulting party or enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or an administration order is made in relation to it or it has a receiver or administrative receiver appointed over all or a substantial part of its assets or any similar analogous order is made or proceeding commenced or officer appointed or action taken in consequence of debt.

In the event of termination by the HMG under sub-clause 20(a), the HMG may retain from any amount due to the Supplier under the Contract an amount equal to any bona fide claim the HMG may have against the Supplier arising out of such breach including reimbursement costs incurred up to the date of termination.

(b)The HMG may at its convenience terminate the Contract or any part thereof at any time by giving notice to the Supplier. In this event the HMG shall subject to any other provisions of the Contract pay the Supplier for all Goods and/or Services supplied in accordance with the Contract up to the time of termination and shall otherwise be free from liability to the Supplier.

(c) Upon termination of the Contract the Supplier shall immediately return to the HMG any HMG Data or equipment or other materials belonging to the HMG which the Supplier may have in its possession.

(d) HMG may summarily terminate this Agreement in writing to the Supplier if the Supplier in the case of a request for taxation information referred to in Clause 14 above -

(i) fails to provide information in response to the request within a reasonable time (as specified by HMG);

(ii) provides information which is inadequate to demonstrate either how the Supplier complies with the taxation requirements in clauses 14 above or why those clauses do not apply to the Supplier;

(iii) fails to provide the specified information within the period specified by HMG; or

(iv) receives information which demonstrates that, at any time when the taxation requirements set out in clause 14 above apply to the Supplier, the Supplier is not complying with those clauses.

1. Entirety

The Contract constitutes the entire agreement between the parties and shall prevail over any terms contained in the Supplier's acceptance of the Purchase Order. No terms may be implied herein from any course of regular previous dealings between the Supplier and the HMG. The Contract supersedes all prior negotiations representations and undertakings, whether written or oral, except this clause shall not exclude liability in respect of any fraudulent misrepresentation. The Contract may not be modified except by an instrument in writing signed by the duly authorised representatives of HMG and the Supplier.

1. Notices

Except as otherwise expressly provided within the Contract, no notice or other communications between the parties shall have any validity under the Contract unless made in writing by or on behalf of the party concerned.

1. Scope of the Contract

Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the HMG and the Supplier.

1. Third Party Rights

Neither the HMG nor the Supplier confers or purports to confer on any third party any benefits or any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

1. No Partnership or Agency:

Nothing in the Contract shall create, or be deemed to create a legal partnership or the relationship of employer and employee between HMG and the Supplier. The Supplier shall not in any way represent itself as being the other or an agent, partner, employee or representative of HMG.

1. Right of Audit

The HMG and/or its agents shall have the right on reasonable notice to inspect the Supplier’s records relating to the supply of Goods or Services under this Contract as it may reasonably require in order to ascertain the Supplier’s compliance with the terms of this Contract.

1. Governing Law

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to non-exclusive jurisdiction of the courts of England and Wales.

Appendix 1

**Government Indemnity Scheme** **Compliance:**

The Transport Agent must comply with the UK Government Indemnity Scheme transport conditions. If storage is required for the objects in transit, any warehouse or storage facility must also meet the relevant security and environmental conditions, as outlined below.

**GOVERNMENT INDEMNITY SCHEME: TRANSPORT CONDITIONS**

1. Any transport company used to move object(s) must have experience in the transport of fragile and valuable artefacts, with employees trained in the handling of such material and must be able to meet the conditions below and confirm this in writing.
2. When objects are sent out or brought in from abroad, the company used must have the ability and appropriate experience to handle consignments of valuable and fragile material. When the value of a single consignment exceeds a threshold determined by the DCMS, tracking devices will be fitted to the object carry cases as well as the carrying vehicle. Company staff must be experienced in dealing with airport and seaport procedures and all necessary documentation.
3. The removal, packing, unpacking and transport of the indemnified object must be supervised by senior members of the transport company in consultation with the lender and/or borrower of the object or under the licence of the Department for Transport’s Known Consignor Scheme.
4. Any vehicle, whether owned by a transport company or the borrower or the lender, used for the transport of indemnified material must conform to the specifications in paragraphs 5 to 10 below.
5. Vehicles used should normally be closed vans (ie having solid sides and roof) with a windowless freight compartment separate from the driving cab. All vehicles should be equipped with good quality locking devices. Additional locking facilities may also be required; such as closed shackle padlocks. Any locking bars or external fittings must be secured with concealed or non-return screws or welded or riveted into place.
6. Vehicles should provide appropriate protection against vibration and shock and extremes in relative humidity and temperature conditions for consignments of valuable and fragile material. Air-ride suspension and climate control equipment may be necessary in appropriate circumstances. Environmental conditions should be monitored.
7. Vehicles have to be equipped with tracking systems and crew with appropriate means of communication, radio or mobile telephones for dealing with delays or emergencies.
8. Keys to the freight compartment should be kept separate from the vehicle keys.
9. Vehicles other than closed vans may be used in appropriate circumstances, eg the carriage of exceptionally large items that may require the use of an open lorry with the load suitably covered. Furthermore, small consignments or single items may be carried by car, small van, taxi, train or air providing a sufficient number of couriers are in attendance.
10. All vehicles must be provided with fire-fighting equipment appropriate to the load and the crew must be experienced in its use.
11. Whatever method of transport is used, compliance with the operating conditions in paragraphs (l) to (s) is required.
12. A vehicle must carry two drivers on long journeys, or one driver and a courier on short journeys. The crew must consist of responsible persons experienced in the handling of valuable consignments and capable of dealing effectively with an emergency situation.
13. Where space on the carrying vehicle is limited, or where deemed essential for security control, a second escorting vehicle will need to be provided and equipped with mobile radio/telephone communications.
14. The route should be carefully planned and the addresses and telephone numbers of emergency services should be carried by the crews and accompanying couriers.
15. Ideally the journey should be completed in one haul.
16. When a stopover is necessary, arrangements must be made to lodge the vehicle and/or material in secure premises which are protected by a 24 hour intruder and fire alarm system or under continuous supervision.
17. On no account should a vehicle be left unattended by the crew even in an emergency.
18. Special circumstances may apply to some oversees transport but arrangements must be no less rigorous than those specified above.
19. An effective "no smoking" policy must apply in respect of all areas containing loan material.

**GOVERNMENT INDEMNITY SCHEME: SECURITY AND ENVIRONMENTAL CONDITIONS**

1. The borrower shall at all times be responsible for ensuring that the greatest possible care is taken of the indemnified object.
2. The indemnified object must be accommodated in a strong building which has well-protected windows, doors and skylights. The building must also provide appropriate control for the indemnified object.
3. The borrower’s whole building must have an automatic fire detection system fitted by a NACOSS (National Approval Council for Security Systems) or SIA (Security Industry Authority) approved alarm company which is serviced annually and maintained in good working condition.
4. At night, or when the borrower’s building is closed or not otherwise in normal use, there should be either an agreed level of night guarding by security staff within the building and/or an intruder detection alarm system which covers all possible routes into the building including windows and rooflights. The alarm system should be fitted by a NACOSS or SIA approved alarm company and should be serviced twice annually and maintained in good working condition.
5. The intruder and fire detection systems must be connected by a secure monitored signal to an alarm-receiving centre unless they are monitored internally at all times by security personnel.
6. If, as a result of false calls, the police response to an intruder detection system is downgraded withdrawn; or if there is a failure which renders the system ineffective; or if the system cannot be re-set immediately, then guarding by trained personnel must be introduced until the police response is restored or the system is repaired or reset.
7. Environmental conditions must be maintained 24-hours a day, 7-days a week throughout the loan period from the time the indemnified object arrives until it departs from the loan venue.
8. Relative humidity, temperature and light levels should be monitored throughout the loan period in the space within which the indemnified object is contained.
9. There must be a form of drill with which every member of staff is familiar to cater for all emergencies.
10. An Emergency Plan should be drawn up, updated regularly and tested with practical exercises to cope with emergencies such as: fire; smoke, escape of water from tank, pipe or appliance; theft; robbery; vandalism; storm; explosion; terrorist act; political act; flood; riot; civil commotion; pest attack; earthquake; collision by aircraft or other vehicle.

**Appendix 2**

**Low temperature treatment (freezing) specifications:**

Low temperature treatment (freezing) is a BS EN 16790:2016 standard Integrated Pest Management treatment for the prevention of insect infestations in museums and the heritage sector.

Any crated specimens must be kept in their crates and these crates must be firmly closed/sealed before they enter the freezer/freezer lorry/refrigerated container (reefer).

The crates and boxes must be placed in the freezing unit in a way that allows the cold air to circulate efficiently.

The freezer/freezer lorry/refrigerated container (reefer) must reach the temperature stated below before the crates are placed inside the unit.

**Due to number of crates and the varied density of the specimens** **they must be frozen for a minimum of 7 days at a minimum temperature of -25˚C.** ***Ideally the freezer/reefer should reach -30˚C.*** An additional day at the beginning of the process is needed for the crated specimens to reach a minimum temperature of -25˚C.

**To prevent damage, any crated specimens will need a minimum of 48 hours to acclimatise back to room temperature before being moved out of the freezer/freezer lorry/reefer.**

**There will be a mixture of crated and boxed items for freezing. The total *minimum* days needed to process the freezing of the crated specimens = 10 days. The number of days for uncrated specimens could be shorter depending on the specimen and the packing method.**

Further information on low temperature treatment for museum objects can be found here:

* <https://www.canada.ca/content/dam/cci-icc/documents/services/conservation-preservation-publications/canadian-conservation-institute-notes/3-3-eng.pdf?WT.contentAuthority=4.4.10>
* <https://museumpests.net/solutions-low-temperature-treatment/>