

iNVITATION TO TENDER - pROJECT mANAGEMENT

## 1. Basic Purpose and Overall Function

### 1.2 Project Title

#### DCMS Capital Grant 16/17

### 1.3 Address

Horniman Museum, 100 London Road, London SE23 3PQ

### 1.4 Outline of project in general terms

This invitation to tender is for Project Management of three primary construction and refurbishment projects planned for this financial year:

* Coombe Cliff Conservatory – Refurbishment
* Clinker Concrete & Filler Joists – Repair and Refurbishment
* Butterfly House – Demolition and Construction

Funded by a grant from the Department for Culture Media and Sport, the projects outlined in the project description will improve the museums resilience and sustainability as well as redressing long standing structural issues.

**1.5 Project Organisation and Responsibilities**

**1.5.1 The Professional Project Team**

The professional team responsible for the successful design and delivery of the various projects are as follows:

Structural Engineers (Clinker Concrete) Conisbee

Architect (Coombe Cliff Conservatory) Donald Insall Architects

M & E Consultants (Coombe Cliff Conservatory) Hoare Lea

Please note. There have been no appointments made in relation to the Butterfly House.

**1.5.2 The Client**

The Client is the Board of Trustees of the Horniman Public Museum and Public Park Trust and is responsible for strategic decisions. The projects are overseen by a Trustee Project Board.

Management of the project on a day to day basis is delegated to the Senior Management Team with the support of the Project Manager and Estates Manager. This group will also have a direct involvement in the Client approval process for the project. The Senior Management Team is made up of the following members:

Janet Vitmayer Chief Executive Officer

Paula Thomas Finance Director

Kirsten Walker Director Collections Management, Special Projects & Estates

Tim Corum Director Curatorial & Public Engagement

Victoria Pinnington Director Communications & Income Generation

In addition:

Tim Hopkins Estates Manager

## 2. BACKGROUND

**2.1** The Horniman Museum in south east London is housed in a grade II\* listed building. It holds internationally important collections of anthropology and musical instruments, as well as an acclaimed aquarium and natural history gallery – all surrounded by 16.5 acres of grade II listed Gardens offering breathtaking views across London. We have a loyal and high repeat audience generating 900,000 visits in 2015/16.

The projects grouped together in this scope will support the Horniman Museum and Gardens in its efforts to increase its self-generated income by refurbishing an under utilised event space (Coombe Cliff Conservatory), by constructing an additional chargeable visitor attraction (Butterfly House) and address a long term structural issue affecting the curatorial offices.

Happening alongside a major re-display of our Anthropology collection, the projects listed below will form a part of a busy year of construction across the London Road site. Site co-ordination, logistics and the health and safety implications of multiple contractors working across the 16 acre site are priorities for the Management Project Board and the Project Manager.

**2.2** The projects are funded by a capital grant from the Department of Culture, Media and Sport, the Horniman must complete the projects prior to the end of the 16/17 financial year. The Project Manager will play a key role in ensuring the projects are kept on budget and on-schedule.

**3. PROJECT DESCRIPTION**

**3.1 Coombe Cliff Conservatory. – Refurbishment.**

In April 2016 a report was commissioned by Donald Insall Architects to ascertain options for infrastructure and repair works to the 1898 Coombe Cliff Conservatory. The ambition is to improve the infrastructure and environmental conditions within the conservatory to increase the months that it can be hired for events. The package of recommendations being implemented involves the refurbishment of the mechanical and electrical services provided to the conservatory. To include a new boiler and heating system, incorporating underfloor heating and new cast iron radiators. The implementation of a French drain around the perimeter. New LED lighting to the interior and other aesthetic improvements. The provisional budget allocated for these works is £250,000. These works will have an impact on the day to day running of the Horniman and will require effective contractor management to co-ordinate around the museums requirements and the major Anthropology collection re-display project happening in the South Hall (African Worlds Gallery).

**3.2 Clinker Concrete & Filler Joists. – Repair and Refurbishment.**

Taking advantage of the HLF funded Anthropology redisplay project happening in the South Hall (African Worlds Gallery), the Horniman seeks to re-dress a long standing structural issue affecting the curatorial offices. The ceilings of the curatorial offices are a clinker concrete filler around steel joist ‘I’ Beams. Water has travelled along the steel and caused isolated areas of steel corrosion and de-bonding of the concrete. Working with Conisbee structural engineers, we plan to strip out the offices bordering the South Hall, creating temporary office accommodation in our Library building to facilitate the repair works.

This project requires the complex co-ordination of multiple contractors to strip the offices out, remove and then reinstate electrical, fire alarm, security systems, data and IT infrastructure after a concrete specialist has repaired the ceilings. The Horniman then wishes to redecorate and upgrade elements of the offices, in line with our sustainability action plan, prior to rehoming staff. The budget allocated for these works is £200,000. Tender documents are currently being prepared for review by the Horniman.

**3.3 Butterfly House. – Demolition and Construction.**

The northern end of the Horniman gardens includes two 1960’s detached houses originally used as accommodation for the Gardens keepers. One has been converted into offices, the other (The Lodge) is currently under used as storage. To support the Horniman Museum and Gardens income generation targets, we plan to demolish the 60’s Lodge and install a semi-permanent butterfly glasshouse to increase the live animal offer from the Aquarium and animal walk and generate interest in an under visited section of grounds. A key part of this project will be to co-ordinate the logistical impact of the demolition and construction on a main traffic route through the gardens. As well as taking into account the health and safety implications of demolition, including asbestos, utility connections, and overall visitor safety. The budget allocated for these works is £210,000. This project is at the concept stage, with a pre application planning meeting booked for July.

**4. SERVICE SPECIFICATION**

**4.1 Project Management**

The Project Managers will be required to make an input to the logistical planning and delivery stages of the projects, serving to liaise between those involved in design and delivery, ensuring effective communications and clear decision making, and monitoring the project for adherence to cost plan, programme and overall aims. The Project Manager will serve as contract managers for the construction phase. Below is a breakdown of responsibilities:

**Programme management:**

* Develop an integrated programme for the project.
* Monitor programme at all times.
* Predict overruns/under runs.
* Report to the Horniman on programme deviations and recommend corrective actions.
* Advise and recommend the most suitable procurement route for the construction contracts.
* Ensure that all contract documentation is appropriately agreed and signed by all relevant parties.

**Financial management:**

* Manage the Master/Elemental Cost Plan
* Identify risks which may have cost implications and reduce or eliminate them where possible
* Ensure costs of changes are reported to the Horniman and obtain authorisation before instructing the works
* Report regularly to the Horniman indicating expenditure against cost plan, cost implication of extension of time (if any) and a forecast of final costs

**Completion and Handover:**

* Develop commissioning programme to ensure all works are operational at time of completion of each project.
* Ensure all Operational and Maintenance manuals are completed and handover is at the stated time.
* Ensure all final accounts and claims are settled.

**4.2. Design Standards and Principles**

### 4.2.1 The design and visual character of the Horniman buildings and gardens is considered to be of vital importance and any work is therefore required to be of high quality. Specifically, it is expected that:

##### All designs will reflect this mark of quality.

##### A very high quality of materials is required.

##### Use of appropriate BS or other standards where appropriate.

**4.2.2** Careful consideration shall be given to broad issues affecting the long term use and efficiency of the areas being worked on, such as, but not limited to the following:

* Sustainability
* Suitable for the proposed level of use and users
* Lifespan and maintenance requirements
* Capacity to adapt to future changes
* Safety and security

**4.2.3** The design shall comply, as appropriate and necessary, with all current Planning Legislation, Local building bye-laws, Fire regulations, Health and Safety Regulations and any other regulations or legislation applicable to the proposals.

**5. OTHER INFORMATION**

**5.1 Accessibility**

The Horniman is firmly committed to providing an environment which is as far as possible physically and intellectually accessible to all and in accordance with the Disability Discrimination Act 1995. Due consideration must be given to the physical and intellectual needs of all visitors, including children, wheelchair users, those with disabilities, learning difficulties, the visually impaired, deaf and hard of hearing.

**5.2 Health & Safety**

No CDM positions have yet been appointed, the project managers are expected to assist in the appointment of Principal Designers and Principal Contractors and co-operate with them to take every appropriate step to ensure Health and Safety considerations are addressed in both design and during construction across all projects.

**5.3 Environmental Issues / Sustainability**

Any design and specification of the project must comply with national legislation and regional and global protocols to ensure the sustainable use of natural resources. They must take the issue of sustainable development into consideration, wherever possible reducing the environmental impact of the projects and ensuring that all materials specified are obtained from environmentally sound and sustainable sources.

**5.4 Longevity and maintenance**

The longevity of the works is an important part of their delivery. Considerations for maintenance is a key part of all the projects, and for the Conservatory and Butterfly house the work must be robust, hard wearing and as low maintenance as possible to cope with the demands of extreme usage by a large number of visitors of all ages.

## 6. Known limitations and constraints

**6.1 Programme**

A programme for the Clinker Concrete project has been prepared in consultation with Conisbee (Structural Consultants), the internally organised office relocations required are under a tight planning and implementation deadline that is in progress. No detailed programme has been created for the Conservatory or Butterfly House projects. The project manager is expected to be involved in the programming and logistical planning of these works.

**6.2 Statutory controls**

### Planning Permission has yet to be granted by the London Borough of Lewisham for either the Butterfly House or Conservatory projects. The project manager is expected to aid the Estates Manager in securing the required permissions including listed building consent.

### 6.3 DCMS Conditions

### The projects are in receipt of funding from the Dept. Culture, Media and Sport. Projects must be completed by the end of the 16/17 financial year.

**7.0 TENDER RESPONSE**

* Formal tender submissions must be received by noon 21st July 2016.
* Tender submissions should be made electronically to Tim Hopkins (thopkins@horniman.ac.uk) and followed by hard copy documents received by the following working day (22nd July 2016).
* Documents may be sent in MS Word or PDF format. Receipt of submissions will be acknowledged by email.
* Clarifications may be asked by email to thopkins@horniman.ac.uk or kwalker@horniman.ac.uk
* Site visits are to be arranged by contacting thopkins@horniman.ac.uk to arrange a visit on the 14th or 15th of July between 10am and 4pm.

**7.1 Supplier selection**

Tender responses will be evaluated on the basis of:

* Experience of successful delivery of multiple projects of a similar scale, complexity and cultural agenda, preferably within listed buildings.
* Experience of delivering projects within buildings that are open to the public 7 days a week.
* Availability of the capacity and skills to deliver the services effectively within programme.
* The most economically advantageous tender.
* Tender responses will be evaluated by Tim Hopkins, Kirsten Walker & Paula Thomas.

**7.2 Structure of tender submissions**

Tender submissions must include all of the information in the following list:

* A fixed price proposal.
* Details of hourly/day rates.
* CV of the proposed project manager.
* 2-3 Examples of similar recent projects on which you have worked.
* Names of 2 referees for whom you have delivered similar projects who may be contacted following the short-listing process
* A suitable single point of contact for all correspondence relating to the tender, include email address, postal address and telephone number(s)
* Your company’s standard contractual terms and conditions in relation to work of this type.
* Costs should be quoted ex-VAT. Where there are options please price these separately.

**7.3 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.

**7.4 Contract terms and conditions:**

Our standard terms and conditions are attached for your information.

**Horniman Museum and Gardens**

**Standard Terms & Conditions of Purchase for Goods and Services (March 2011)**

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 and Services: The 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 19 (a). The 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. Payment will be made by the HMG within 30 days of receipt of a correct and valid invoice.
3. 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.
4. 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.

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. 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.

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 and shall be entitled to recover from the Supplier inter alia the amount or value of any such gift or consideration. Any dispute or difference of opinion arising in respect of either the interpretation or effect or application of clause 12 or of the amount recoverable by the HMG from the Supplier shall be decided by the 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. Insurance

The Supplier shall be responsible for effecting its own insurances which shall include employer’s liability insurance and public liability insurance. The Supplier shall effect and maintain general third party and where applicable product liability 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 the HMG, if requested.

1. Confidentiality

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. The Supplier shall fully comply with the requirements of the Data Protection Act 1998 insofar as the same applies to the Contract.

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

The HMG reserves the right to refuse to admit to HMG premises (or to withdraw permission to remain on HMG premises), any member of the Supplier's staff or any person employed or engaged by a sub-contractor, agent or servant of the Supplier, whose admission or continued presence would be, in the unfettered opinion of the HMG contrary to its interest.

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 19(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.

(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. 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.

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.

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. 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.