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## IWM Logo_Turquoise

#### Tender Documentation

**Contract No.**

**IWM/Dux/1453**

**IWM Duxford Air Show Support:**

**PA System Equipment**

## Tender Submission Return Date:

## 14.00 on 18 March 2016

## 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). As such we do not have a Charity Registration Number.

2.0 **History of IWM Duxford**

Situated 10 miles outside of Cambridge, IWM Duxford is established on an airfield built and used by the RAF from 1918 to the 1960s. It was an important RAF and USAAF base during the Second World War and took part in the Battle of Britain. The historic site is acclaimed as the 'finest and best preserved example of a fighter base representative of the period up to 1945 in Britain‟ (Source: English Heritage). It has a number of individually listed buildings, is designated as a Conservation Area and has rich wealth of material to support the history of the site. It has important associations with the Battle of Britain and the American fighter support for the Eighth Air Force. The overall site is some 270 acres, is spread over two geographical sites to the north and south of the A505.

There are three distinct areas:

* The airfield;
* South side - the historic site, public offer and visitor facilities;
* North side - stores, historic site and other support operations.

3.0 **Contract Requirements**

3.1 This Framework Agreement is to provide PA System and Auxiliary Equipment hire in support of the Air Show programme at IWM Duxford, Duxford, Cambridgeshire CB22 4QR.

3.2 The Contract effective start date is **2 May 2016** and is awarded for an initial period of three years (“**the Initial Term**”), with the option to extend the contract for an additional one year.

3.3 The Air Show programme currently consists of the following events (dates for 2016)

May Air Show Saturday 28 & Sunday 29 May 2016

September Air Show Saturday 10 & Sunday 11 September 2016

## 3.4 IWM retains the right to amend the Air Show programme during the Initial Term and for the additional contract period.

4.0 **Management of Contract**

4.1 Although the contract appointment will initially be for a three year period, if the Contractor fails to deliver the quality of Equipment and/or Service at any Air Show, then the Contract will be terminated with immediate effect.

4.2 Upon appointment the Contractor will be required to sign a contract of appointment based upon the terms of Contract and subject to the costs agreed, which will act as the basis of all future appointments.

4.3 Prior to each Air Show, IWM will contact the Contractor and provide information on the scope of Equipment required for the Air Show. The Contractor will be required to confirm their costs for the provision of the Equipment based upon their fees as included in the Contract.

4.4 For each Air Show order, the Contractor will be required to sign a contract confirmation sheet which clarifies the Equipment ordered, and their fees and any changes in service requirement for that specific Air Show.

4.5 Following each Air Show, IWM will review the overall performance of the Contractor, in terms of the quality of the equipment and service provided, in adherence to their overall delivery of the stated requirement.

4.6 In the event that the Contractor fails to deliver on the required standards, the standard conditions of termination will apply.

In the event that IWM has to invoke the termination clause under such circumstances, the remainder of the Contract will automatically be cancelled.

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5.0 **Specific** **Conditions/Requirements for working at IWM Duxford**

5.1 Contractor’s staff are to enter the site via the main staff entrance and report to the Guardroom upon arrival.

5.2 All the on-site work on the build and de-rigging of the PA System and Auxiliary Equipment is to be undertaken between 08.00 and 18.00, Monday to Friday. If the Contractor wishes to work outside these parameters, they must seek the permission of IWM.

5.3 Contractors are to observe the rules regarding driving on site. The site speed limit is **15mph**, which must be observed at all times. IWM will provide the Contractor with a full briefing of the parking arrangements upon the first day of the build.

5.4 The Contractor must ensure that a full list of operatives to be involved in the set up and breakdown of the equipment is submitted to the Commercial Services Manager, a minimum of **24 hours** prior to their first day on site.

5.5 IWM will inform the Contractor, a minimum of **two weeks** prior to each Air Show of its requirements, although the Contractor should be aware that requirements can be amended and they must be able to work flexibly and in partnership with IWM to ensure the success of the event.

5.6 The Contractor is required to provide on-site staff for all of the Air Show dates. To ensure access for these staff on the Air Show days, the Contractor is required to provide the names of their operatives and any vehicle details to ensure they gain access to the Premises.

5.7 There is no limitation on the number or type of vehicles that the Contractor can bring to the Premises when setting up/breaking down the equipment, although the Contractor must provide prior notification of their details to IWM.

5.8 On-site storage facilities are limited, although IWM can generally accommodate any silages that the kit has arrived within, provided the Contractor advises IWM of their requirements and that these can be accommodated.

5.9 All items left by the Contractor at IWM Duxford are at their own risk at all times.

5.10 The Contractor is required to remove their waste materials from the Premises, and is not permitted to use the on-site waste collection facilities.

5.11 The Contractor is responsible for ensuring that their set up area is kept tidy and safe. IWM will supply the Contractor with the appropriate barriers to enable them to enclose their set up area, but it will be the responsibility of the Contractor to ensure that the area is kept secure.

5.12 IWM Duxford remains a live working airfield, and the Contractor must comply with the on-site regulations (liaison with the Airfield Manager, and the Air Traffic Control Tower), when required to work on the live side of the airfield.

6.0 **Site Induction**

At the commencement of each Air Show season, IWM’s Events team will provide the Contractor with a site briefing. At the commencement of the 2016 season, IWM will hold a tool box talk with the foreman and staff and cover site-specific procedures. These will include:

* a site orientation – what is where on site;
* an overview of the Emergency Evacuation Procedures / what to do in an emergency;
* the location of facilities;
* an overview of the general IWM Duxford rules and regulations, and;
* an overview of the procedures for accessing and working on the airfield. (including specific vehicle insurance requirement for driving on the live side of the airfield)

7.0 **Payment Terms**

7.1 A single payment covering the costs for the equipment will be made in arrears following each Air Show.

7.2 For each Air Show, IWM will issue a Purchase Order, and this PO number must be quoted on the invoice.

7.3 All invoices must be forwarded to:

Department of Finance

IWM London

Lambeth Road

London

SE1 6HZ

7.4 All invoices are to be paid within 30 days of their receipt.

**Schedule 2 – Specification**

1.0 **Brief Information and Conditions of Contract**

IWM requires a temporary PA system to be used at each of two air shows. (*Please note that this tender does not include the Flying Legends air show*). In addition to its existing site wide system, IWM requires speakers along the crowd line to allow commentary on the air show to be broadcast to visitors. An additional speaker is required to the north of the airfield in one of our three car parks to allow announcements to be made in an emergency. A commentary unit including all apparatus required for the air show commentary team is also required. Control of the whole PA system (both the site wide and the temporary air show PA) must be able to be handed back to the Duxford control room in the event of an emergency.

Duxford’s commentary team is usually 2 people, appointed by the Duxford Public Relations team, although this may vary from show to show. The PA supplier would be expected to work alongside this team at each show. Therefore, a technician with production experience would be of benefit.

Duxford’s existing PA system (which serves the Museum site on an everyday basis) is 100V from which the additional PA system can take a feed via the appropriate interface to drive additional amplification and loudspeaker equipment. There is an additional 16amp C-Form socket available for the control unit if required. An additional 13amp socket is located outside of the Land Warfare building. On no account should the additional PA loudspeaker loading be placed across the existing site PA system.

Requirements are as follows: -

|  |  |
| --- | --- |
| **Site Area** | **Description** |
| AirSpace to the Fuel dump gate | Approximately 1150m –  high quality speakers on poles capable of a depth of sound to 30m from the crowd line. |
| North Side | 1 double horn with on/off switch – only used in an emergency |
| Pilots Enclosure | Ability for Flying Display co-ordinator to speak to the Pilots marquee without the rest of the site hearing. |
| Hospitality enclosure (not present at all shows) | Approximately 90m of speakers either in front of the corporate hospitality marquees or to the rear, to throw to an enclosure next to the control tower.  Small internal PA systems may be required for hospitality marquees. |
| Control Tower | Direct communications link from Commentary box to Control tower |
| Media Marquee | Small speaker required in the media marquee to allow IWM marketing team to monitor commentary |
| Engineer | Commentary box must be manned at all times whilst air show PA is active. On standby at all times. PA system to be monitored throughout the event.  Events normally last from 0800 – 1800. |

In addition to the above, we require a Commentary Unit, equipped as follows:

* UHF radio microphones, mini-disk / iPod player, CD player, VHF Tuner
* Ability to record and play interviews
* At least 2 microphone/headset combinations with selective foldback
* Professional quality mixing desk
* Air Band VHF/UHF receivers for live output or foldback
* Engineer situated alongside commentary team
* Unit to be linked directly to Control Tower

The above list is not exhaustive, and IWM would expect the successful supplier to maintain and replace its equipment as required. The successful supplier should also work with IWM to look at new and innovative ways to deliver the above requirements.

# 2.0 **Contract Management**

Duxford is looking to form a partnership with a Sound Production company to provide its requirements for air shows. The Commercial Services Manager will manage the relationship with the Contractor.

As such, there are a number of areas which are key to the appointment of a Contractor: -

# Dedicated account handler: a nominated person who is the liaison point for all ordering, alterations etc. It is essential for the on-going continuity of managing PA provision at Duxford that the same person works with Duxford personnel.

# Fully briefed site foreman for every air show installation: with the correct information and knowledge of where the system is to be installed. It is essential that the Contractor liaise with Duxford’ s Commercial Services Manager, for each installation as power distribution and availability is not always the same for each air show.

# Delivery as required by the museum: Set up of the PA system **must** be done by the end of each **Thursday** preceding an Air Show. Failure to do so may result in power facilities not being available. All equipment **must** be taken away by the **Wednesday** following the Air Show. Testing to be done of the system with the commentary team on the **Friday** prior to the Air Show

# Care of Duxford Property: Duxford will provide the necessary power connections. The Contractor must also adhere to site rules and speed limit when moving equipment around the Premises.

**Insurance and Method Statements**

The Contractor will be required to supply evidence of Public Liability Insurance for not less than £5 million and their company Health and Safety policy statement, risk assessment and method statements.

All electrical equipment plugging into Duxford’s power supply must be PAT tested.

All vehicles requiring access to the airfield’s live side, MUST be covered by specific vehicle insurance to allow driving on an active Airfield. Please note that most standard car insurance policies do not cover driving on a live airfield, so you will need to check with your insurance company and obtain additional cover if necessary.

**Section 3 – Tender Information**

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

#### 1.0 Cost Schedules

For each air show, tenderers are required to provide a breakdown of their costs for the provision of the speakers required, in addition to associated service costs. This will enable IWM to assess the costs for the speakers and the costs for the management/delivery of the service.

Tenderers are asked to provide their projected costs for years 2 and 3 of the Contract, or a pricing formula which will be adopted to calculate these costs.

#### 2.0 Equipment

Tenderers must indicate, either through images within their tender submission, or via direct links to their website, the equipment that they will be providing to fulfill the contract requirement.

3.0 **Programme**

Tenderers are required to submit a programme of works based upon the information provided within this tender regarding speaker/equipment requirements, locations on site and installation and striking times and indicate the number of operatives that will need to be on site during these periods to deliver the contract requirements, subject to any restrictions as indicated. It should also be based on the hours of operation at IWM Duxford

#### 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 identify the company and indicate the nature of the relationship with your organisation and how you appoint and manage this relationship).

#### 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 Speakers and associated equipment at IWM Duxford.

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.

6.3 Tenderers are required to complete in full the Questionnaire at Section 5.

#### 7.0 Contract Award Criteria

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

* Cost & Resource Schedule including proposed hours of operation (5)
* Programme (5)
* Equipment (5)
* Method Statements/Risk Assessments (4)
* Management & Support (4)
* References (3)
* Questionnaire (2)

Each criterion will be marked out of 4 where 4 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 shortlisted tenderers will be invited to interview on **29** **March or 1 April 2016,** to discuss their submissions. Tenderers are requested to advise on any times on these 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 18 March 2016**:

Simon Bourne

Head of Procurement & Compliance

Imperial War Museum

Lambeth Road

London

SE1 6HZ

8.2 Please ensure that **2 copies** of the tender are submitted, along with a copy on a memory stick.

**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 **2 May 2016**;
* “**Premises**” means the airfield, IWM Duxford, Duxford, Cambridgeshire CB22 4QR;
* "**Specification**" means the description and specification of requirements;
* "**Sub-contractor**" means any person, firm or company under contract to the Contractor to perform work or provide professional services;
* “**Works**” means the provision and installation of speakers and equipment on the Premises.

1.3 The headings to these Conditions 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 and the Specification in consideration of the Contract Fee.

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**

The Contractor will invoice IWM, in arrears for all contract work, based upon the Payment Terms (See Schedule 1).

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:

a) the Contractor undergoes a change of control, within the meaning of Section 416 of the Income and Corporation Taxes Act 1988, impacting adversely and materially on the performance of the Contract; or

b) where the Contractor is an individual or a firm, any partner in the firm becomes bankrupt or has a receiving order or administration order made against him; or makes any compromise or arrangement with or for the benefit of his creditors; or appears unable to pay a debt within the meaning of Section 268 of the Insolvency Act 1986; or any similar event occurs under the law of any jurisdiction within the United Kingdom; or

c) where the Contractor is a company, and shall pass a resolution or the Court makes an order that the Contractor shall be wound up otherwise than for the purpose of solvent reconstruction or amalgamation; or a receiver, manager or administrator is appointed on behalf of a creditor in respect of the Contractor’s business or any part of it; or the Contractor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or any similar event occurs under the law of any other jurisdiction within the United Kingdom.

5.2 IWM may only exercise its right under clause 5.1(a) within 3 months after a change of control occurs and shall not be permitted to do so where it is agreed in advance to the particular change of control that occurs. The Contractor shall notify IWM immediately when any change of control occurs.

5.3 The rights and obligations of the Parties upon termination under this clause shall be the same as those for termination for default under clause 19 and provisions in clauses 19.5 and 19.6 shall continue to 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 of satisfactory quality, and fit for purpose, and suitable to ensure the continued operation, 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 Leave blank

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 - £1m;
* Public Liability - £5m;
* Professional Liability - £1m

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

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 Condition 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 obligation 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 there after accrue.

19.6 Clauses which shall apply under 19.5 shall be:-

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

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.

21.0 **Contract Documents**

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

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.

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 IWM is subject to the provisions of the Freedom of Information Act 2000 (“**FoIA**”). FoIA obliges IWM to release certain information to third parties upon request, unless subject to one of the exemptions under FoIA.

27.2 The Parties agree that all information pertaining to the Contract shall be released to third parties upon request.

27.3 Under the terms of FoIA IWM may be ordered by the Information Commissioner to release information to a third party.

### 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.

33.0 **Anti-Bribery**

33.1 The Contractor is aware of IWM’s obligation to comply with the anti-bribery rules relevant to the contracting parties, and represents that it will not use money or other consideration, paid by IWM for unlawful purposes, including purposes violating anti-bribery laws including the Bribery Act 2010, such as make or cause to be made direct or indirect payments to any public official in order to assist IWM or any group member organisation or anyone acting on their behalf in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.

33.2 The Contractor hereby declares that:

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

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

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

33.5 The Contractor represents that:

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

33.6 The Contractor agrees that all payments made to the Contractor will be made only after receipt by IWM of a detailed and accurate invoice supported by detailed records. IWM will make all payments under this Contract in Pounds Sterling, only by bank transfer to the account of the Contractor at a financial institution within the United Kingdom.

33.7 The Contractor agrees to keep accurate books, accounts, records and invoices and agrees that IWM is entitled, with the help of outside auditors if it deems necessary, to audit all books, accounts, records and invoices and accompanying documentation of the Contractor for compliance with any applicable anti-bribery laws and that the Contractor will cooperate fully in any such audit.

33.8 The Contractor’s failure to comply with all applicable anti-bribery laws or IWM’s Anti-Bribery Policy will be deemed to be a material breach of the Contract entitling IWM to terminate the Contract. In the event the Contractor will surrender any claim for payment under the Contract including payment for savvies previously performed.

33.9 IWM may also terminate the Contract or suspend or withhold payment if it has a good faith belief that the Contractor has violated, intends to violate, or has caused a violation of any anti-bribery laws. IWM will not be liable for any claims, losses or damages arising from or related to failure by the Contractor of the Contract under this clause, and the Contractor will indemnify and hold IWM harmless against any such claims, losses or damages.

**Section 5 – Company Questionnaire**

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| **Company Questionnaire: IWM Duxford Air Show Support: PA Equipment** |
| 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: Financial/Banking** |
| 18 Please attach one copy of your last **three years** of audited accounts. This **must** include both your Profit & Loss Accounts and your Balance Sheets. |
| 19 If part of a group of companies, please attach one copy of their last three years of audited accounts. Again, to include Profit & Loss accounts and Balance Sheets. |
| **Section 4: Policy/Procedures** |
| 20 If you are registered under BS5750/ISO 9000 or any other scheme, please provide a copy of your registration certificate and a summary of your Quality Management (QM) procedures. |
| 21 Please provide copies of the following policies:   * your **outline** health & safety policy * your **outline** environmental policy, inclusive of your sustainability policy * your training policy |
| 22 Please complete the following with regards to your company’s insurance policies:  **Employer’s Liability (to £1m)**:  Policy No:  Expiry Date:  Limit of Indemnity:  **Public Liability (to £5m)**:  Policy No:  Expiry Date:  Limit of Indemnity:  **Professional Liability (to £1m)**:  Policy No:  Expiry Date:  Limit of Indemnity:  Please include a copy of the insurance certificate for each policy. |
| 23 Have you been prosecuted under any relevant health & safety legislation in the last five years? If the answer is Yes, please provide details of the incidence and the outcome. |
| 24 Have you been prosecuted under any relevant employment legislation in the last five years? If the answer is Yes, please provide details of the incidence and the outcome. |
| 25 Do you have a Business Continuity Plan (BCP), or equivalently titled document? If so;   * what are the key risks and what are the control mechanisms in place?; * how often and to what extent is the BCP tested?; * how is the BCP managed and reviewed by your Board of Directors? |
| 26 Please provide a statement of assurance that you are committed to counter bribery, and please advise of any cases or convictions for bribery made against the company? |
| **Section 5 - References** |
| 27 Please provide summaries (no more than two sides per project) of similar current or recent projects where you have provided similar services |

I declare that to the best of my knowledge the answers submitted in response to this questionnaire and within any supporting documentation are correct, as at the time that they are issued.

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| --- | --- |
| Signed |  |
| Job Title |  |
| For |  |
| Date |  |

**Section 6 - Contract Timetable**

Issue Tenders via Contracts Finder 16 February 2016

Site Visits IWM Duxford wc 22 February or 7 March 2016

Tender Return Date 14.00, 18 March 2016

Tender Evaluations wc 21 March 2016

Interviews 29 March or 1 April 2016

Contractor selection & notification wc 4 April 2016

Contract Mobilisation wc 2 May 2016

**Section 7 – IWM Contract Selection Team**

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

**Adam Kendall**

Commercial Services Manager

IWM Duxford

Duxford

Cambridgeshire

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