



Tender Documentation

**Contract No.
IWM/DCM/1739**

**Enabling Works Contract
Building 104A Paper Store, IWM Duxford**

Tender Submission Return Date:

14.00 on 14 August 2017

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Section 1

Introduction to IWM and the Storage Project

1.1 Imperial War Museums

Imperial War Museums (IWM) 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 British 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 exhibits 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.

IWM is a non-departmental public body (NDPB) overseen by a Board of Trustees. Its sponsor department is the Department for Culture, Media & Sport (DCMS). IWM as a whole receives less than 50% of its income as grant in aid from DCMS. The grant-in-aid provides no contribution to the capital programme of development and renovation.

Further information about IWM and all of our branches can be obtained from our website, www.iwm.org.uk.

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.

1.2 Introduction to 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 – the historic site, allocated to museum collections storage, other support operations and partners.

1.3 The storage project

As part of a major programme of works at IWM London and IWM Duxford, IWM will be required to provide additional storage space for our collections.

This Contract covers the appointment of an experienced Enabling Works Contractor to assist IWM with the following:

- Paper Store (Building 104A) – the construction of a new building, with approximate GIA of 1,425 sq. m on the Northside of the IWM Duxford site

Section 2

Introduction to the Enabling Works Contractor Appointment

2.1 Tender Procedure

This tender pack has been produced as a means of selecting and appointing an Enabling Works Contractor to undertake the described work (see Appendix 1 – Schedule of Works) in connection with the completion of the Building 104A at IWM Duxford.

The programme for the tender process and the award selection criteria are shown in Section 6 of this tender pack.

2.2 Form of Appointment

It is proposed that the selected Enabling Works Contractor will be appointed under JCT Minor Works Building Contract 2016 Edition as amended by the preliminaries - see Appendix 1.

Section 3

Information regarding the tender submission

3.1 Purpose of tender process

The purpose of this tender process is to enable the selection of an experienced Enabling Works Contractor who can carry out the works specified in Appendix 1.

3.2 Submission requirements

Tenderers are required to:

- Submit their completed Form of Tender (Appendix 3);
- Submit their proposed programme for the works
- Complete the questionnaire in Appendix 2
- Supply three relevant references from the last five years and information about the works including type, scale and value
- Price the Schedule of Works in Appendix 1
- Sign the Confidentiality Agreement
- Sign the Bona Fide Tender Document in Appendix 1
- Any proposed variations to the contract

3.3 Criteria for selection

As a public organisation responsible for the expenditure of public monies, IWM seeks value for money in all its contracts. Keen pricing for this tender is anticipated and IWM will be seeking the most economically advantageous tender taking into account relevant experience and references. In order that IWM can judge submissions effectively, tenderers should provide information to support the following criteria:

Criteria	Scoring
Confirmation of insurances	(pass or fail)
Proof of financial stability and availability to undertake the project	(pass or fail)
Lump Sum Fee	75%
Programme for the works	10%
Evidence of recent relevant experience	10%
Overall Quality and Approach to the Tender– an assessment of the response to the questionnaire, the tenderer's approach throughout the tender stage, and the quality of their tender.	5%

3.4 Further detail regarding tender submission information

3.4.1 Fee

Tenderers should follow the instructions as detailed in Section 3.2.

3.4.2 Company Information

Tenderers should complete the Company Questionnaire (Appendix 2) included within the tender pack, which covers the following aspects:

- History of company including date of establishment
- Financial status

- Level of permanent staffing over the last three years
- Evidence of insurances
- Details of quality assurance systems
- Banking details
- Current address, phone, fax, e-mail etc.
- Company policies, inclusive of health & safety; training, and the business continuity plan
- the provision of **one copy** of your audited accounts for the last **three years**. If you are part of a group or a parent company and do not have your own accounts, but only that of the parent or group, please submit those accounts for our information;
- a full hierarchical organisational chart of your company, highlighting the position of the staff to be directly employed in the running of this contract;

3.4.3 References

Tenderers should supply three relevant project references from the last five years (to include monetary value, dates, service provided and other relevant details) and give the names and telephone numbers of contacts to whom IWM could speak.

3.5 Queries

If you have any questions relating to the tender please refer them, by email, to neil.wood@focus-consultants.com All questions received will be collated and issued as an additional document on Contracts Finder tender notice.

3.6 Site Visits

Site visits are available on 26th July (pm) and 3rd August (pm). To arrange a visit please contact Stephen Rogers – SJRogers@iwm.org.uk

3.7 Submission of Tenders

3.7.1 Tenders must answer all questions as raised, and provide all information requested in this tender pack, otherwise they will not be considered.

Tenderers are also reminded that they must complete and return the Form of Tender (Appendix 3) and the Confidentiality Agreement (Appendix 4).

3.7.2 Tenderers should submit three hard copies of their tender and one copy on memory stick, in English, to:

Simon Bourne
 Head of Procurement & Compliance
 Imperial War Museums
 Lambeth Road
 London
 SE1 6HZ

not later than **14.00** on **14 August 2017**.

Tenderers must ensure that their submission arrives on time, and must be clearly marked as “**Tender Documents – Contract No: IWM/DCM/1739**”. We regret that tenders received after this deadline cannot be considered.

3.8 Interviews

It is not expected that interviews will be required but IWM holds the right to invite contractors to interview if required. If held, interviews will be for the purpose of clarification and will corroborate scores but will not form a separate part of the tender assessment process.

3.9 **Tender response**

IWM will inform unsuccessful tenderers of the reason for the selection on the basis of the tender selection criteria.

3.10 **Tender Programme**

This tender is to be awarded under the following programme:

Issue Tenders	17 July 2017
Site Visits	26 th July 2017 / 3 rd August 2017
Tender Returns	14 August 2017
Award Date	12 September 2017

Appendix 1 – Schedule of Works

Please see separate document

Appendix 2 – Questionnaire

Company Questionnaire – Enabling Works Contract: Building 104A, IWM Duxford

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: <ul style="list-style-type: none"> ■ identify those services that would be undertaken by the sub-contractor(s)?; ■ the name of any nominated sub-contractor(s)?, ■ 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: <ul style="list-style-type: none"> ■ your outline health & safety policy ■ your outline environmental policy, inclusive of your sustainability policy ■ your equal opportunities policy
22 Please complete the following with regards to your company's insurance policies: <p>Third Party/Public Liability (to £5m): Policy No: Expiry Date: Limit of Indemnity:</p> <p>Employer's Liability (to £5m): Policy No: Expiry Date: Limit of Indemnity:</p> <p>Please include a copy of the insurance certificate for each policy.</p>
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; <ul style="list-style-type: none"> ■ 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 three current or recent projects where you have provided similar services



Appendix 3 - Form of Tender

To: The Trustees of the Imperial War Museums
Lambeth Road
London
SE1 6HZ

Dear Sirs,

Tender – Enabling Works Contract: Building 104A, IWM Duxford (Contract No: IWM/DCM/1739)

I/We having read the Conditions of Contract and the Schedule of Works and Drawings delivered to me/us do hereby offer to execute and complete the whole of the works described for the following Tender Sum:

.....
.....(£.....
)

I/ We hereby confirm that we will undertake the works as laid out in the tender documents and complete the said works within a period of four calendar weeks from the agreed date of possession.

I/ We further offer, as an alternative to the above tender, to complete the works to the following timescale and/ or tender sum:

Alternative Offer £..... alternative tender sum
..... calendar weeks alternative construction period

I/ We hereby undertake to enter into a formal contract based upon the JCT Minor Works Building Contract 2016 as amended in the preliminaries to the Schedule of Works.

I/ We hereby agree that this offer will remain open for acceptance for a period of 90 days from the date stated below.

Dated this..... day of 2017

Name of Contractor:.....

Registered Office:.....

.....

Signature of Contractor:.....



Appendix 4 - Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

To: Head of Procurement & Compliance, IWM

Contract No	IWM/DCM/1739
Contract Title:	Enabling Works Contract: Building 104A, IWM Duxford

1 In consideration of IWM supplying information relating to the **Enabling Works Contract: Building 104A, IWM Duxford** (“**the Confidential Information**”) solely for the purpose of enabling us to develop a Contract (“**the Permitted Use**”), we hereby confirm to you that we shall exercise all reasonable skill and care (without prejudice to any rights which we may have at law in connections with the Confidential Information) that we agree that:

- (a) we shall hold the Confidential Information at all times in strict confidence and under conditions of secrecy, and we shall take all necessary steps to preserve confidentiality;
- (b) we shall disclose the Confidential Information only to our directors, officers and employees as is strictly necessary for evaluating the Confidential Information and we shall procure that such persons are aware of and shall comply with the terms of this Confidentiality Agreement and we shall be responsible for any breaches by such persons;
- (c) we shall not use the Confidential Information for any purpose other than the Permitted Use;
- (d) we may only disclose the Confidential Information, without prior consent, to any third party, to enable the facilitation of the scope of works of this Confidentiality Agreement (including for the purposes of consulting legal/insurance advisors);
- (e) we shall not mix, add, merge, combine, store or amalgamate (including without limitation store on or add to hard or soft disk) any of the Confidential Information with any other information, material or intellectual property except for the Permitted Use. In the event of any mixture, merger, addition, combination, storage or amalgamation of the Confidential Information contrary to the terms of this Confidentiality Agreement, then the product of such process shall become your exclusive property;
- (f) we shall upon your oral or written request at any time return to you forthwith by such means as you may specify all Confidential Information supplied to us, all material prepared by us which uses or incorporates any of the Confidential Information, any material on which any such information is recorded or stored and all copies thereof and all such information on hard disk upon shall be irretrievably and permanently erased and any soft disk upon which such information is stored or recorded shall be delivered and become your property;
- (g) we shall not make any statement or announcement to any customers, representatives of the Press, competitors or any third parties about any arrangements contemplated between us without your prior written consent; and
- (h) we confirm that the expression “**Confidential Information**” includes all such information (if any) relating to the idea described above as we may have disclosed to you already.

2 Subject to paragraph 3 below, the above limitations on use and disclosures shall not apply to information which is known to us before receipt thereof from you (unless such information was then disclosed in confidence);

- (a) is learned from a third party entitled to disclose it;
- (b) becomes known publicly other than through disclosures by us;
- (c) is authorised in writing by you to be released.

- 3 Nothing in this Confidentiality Agreement shall be constructed as a grant of rights to us in the confidential information nor as placing you under any obligations to grant us future rights in the Confidential Information in any subsequent agreement.
- 4 Our obligations under this Agreement shall survive any termination of any existing or future agreement between us whether or not that agreement relates in any way to the Confidential Information.
- 5 Without prejudice to any other rights or remedies that you may have, we acknowledge and agree that damages alone would not be an adequate remedy for any breach by us of the provisions of this Confidentiality Agreement and, accordingly, you shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions hereof by us.
- 6 Any notice or other communication under this Confidentiality Agreement shall (unless otherwise specified in this Confidentiality Agreement) be in writing and may be sent by post. A notice sent by post shall be deemed to have been delivered on the third day after posting and in proving service it shall be sufficient to prove that the envelope containing the notice was properly addressed, prepaid and posted.
- 7 In the event that it is determined in any legal proceedings before a competent tribunal, that any paragraph, or part of any paragraph of this Confidentiality Agreement is invalid, illegal, or unenforceable, such paragraph or part thereof shall be deemed to be severed from this Confidentiality Agreement and the remainder of this Confidentiality Agreement shall continue in full force and effect.
- 8 No failure or delay by either party in exercising any right, power or privilege available under this Confidentiality Agreement shall operate as a waiver thereof.
- 9 This Confidentiality Agreement is personal only to the parties to it, and shall be governed in all respects by the laws of England and may only be amended with the written consent of both parties and each party submits to the non-exclusive jurisdiction of the English courts.

Signed on behalf of (insert your company name):

Signed by:	
Print Name (in Block Capitals)	
In capacity of:	
Date	

