

Monkey Business temporary exhibition – transport from Barcelona to the Horniman, and freezing services

# Invitation to Tender

# 1. Invitation to Tender:

1.1 The purpose of this document is to invite tenders for a single contract to carry out the transport of the National Museums of Scotland/Nomad touring exhibition ’Monkey Business’, including setworks and collections, from the Museu Blau, part of the Science Museum Barcelona to the Horniman Museum and Gardens, plus freezing services, as well as optional additional elements set out below.

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

1.3 Additional documents obtainable on request after registration of interest: access reports for the Museu Blau and Horniman Museums and Gardens, detailed crates list

**2. Background:**

2.1 The Horniman Museum and Gardens is an inspiring, surprising, family-friendly, free attractions in South London's Forest Hill. The Horniman has been open since Victorian times, when Frederick John Horniman first opened his house and extraordinary collection of objects to visitors. Since then, the collection has grown tenfold and includes internationally important collections of anthropology and musical instruments, as well as an acclaimed aquarium and natural history collection.

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

2.2 The Horniman will be hosting the temporary exhibition ‘Monkey Business’ (also known as Monkeys: A Primate Story’ (*the Exhibition*) from 11th February 2021 – 31st October 2021

**3. Objectives:**

* The safe transportation of the Exhibition from the Museum Blau (provisional dates for collection of museum collections -principally taxidermy- on the 4th December and setworks 11th December 2020)
* Freezing of the specimens in the UK
* Storage of the exhibition from this date
* Delivery of the setworks to at the Horniman on the 25th January 2021 and the collections crates one further night 2-3 days later
* Optional additional element of storing the empty cases in dry and stable but non-climate controlled storage for the following 8.5 months
* Return transport of the crates to the Horniman Museum.

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| Total | 48 crates 130.97m3 |
| Set works | 28 crates 67.46m3 |
| Taxidermy/Collections | 20 crates 63.51m3(NB three of these crates contain support items and should not be frozen) |

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

Collections Manager: **Adrian Holloway (key contact for the tender process)**

Exhibitions and Design Manager: **Cressida Diez-Finch**

Conservation Officer: **Charlotte Ridley**

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

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

5.1 To safely collect the exhibition, which will already be crated, from the Museum Blau (provisional dates for collection of museum specimens 4th December and setworks 11th December)
 You may which to subcontract this element to a European agent, please specify their details if so.

Notes re collection from Museum Blau:

Address Plaça Leonardo da Vinci, 4-5, 08019 Barcelona, Spain.

Access hours are 8am-6pm

There are no restrictions on access of the truck to the doors of the loading/unloading area. We share this with an auditorium at the same building. The museum is on the first floor.

The loading bay is on a different floor, so for access to here, there is a service elevator an auxiliary elevator.

Measurements of the service elevator: 3 m high, 2, 20 m wide outside door, 3m inside, and 5.5 m deep. Capacity: 4000 kg.

Measurements of the auxiliary elevator: 2.2 m high, 1.25 m wide, and 2.45 m deep. Capacity: 1600 kg.

The transport agency will need to provide forklifts to take crates to these elevators.

A detailed access report can be provided upon request after registration of interest

5.2 To transport the crates through customs etc., obtaining all relevant CITES documents, transport and shipment licenses and permits at ports of entry and exit;

5.3 To freeze 17 collections crates once in the UK according to NMS specifications, see Appendix 2

Please consider the most economical way to do this, in such a way which reduces handling of the crates, including options to hire refrigerated containers or vehicles to do this at your storage site.

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| NMS Crate number(NB numbers are not sequential) | External dimensions mm (h x w x d) |
| Crates requiring freezing |  |
| M2 | 1450 x 1620 x 1390 |
| M3  | 1450 x 1620 x 1390 |
| M4 | 1450 x 1620 x 1390 |
| M5 | 1450 x 1620 x 1390 |
| M6 | 1450 x 1620 x 1390 |
| M8 | 1450 x 1620 x 1390 |
| M9 | 1450 x 1620 x 1390 |
| M10 | 1450 x 1620 x 1390 |
| M12 | 1450 x 1620 x 1390 |
| M13 | 1450 x 1620 x 1590 |
| M16 | 1590 x 1820 x 1840 |
| M17 | 1250 x 1720 x 1390 |
| M18 | 1590 x 1420 x 1390 |
| M20 | 1250 x 1820 x 1890 |
| M21 | 1590 x 1720 x 1290 |
| M23 | 1250 x 1220 x 1190 |
| M27 | 1250 x 1620 x 1290 |
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| Support cases NOT requiring freezing |
| M28 | 1250 x 2420 x 1290 |
| M29 | 850 x 1120 x 1090  |
| M30  | 780 x 2700 x 830  |
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5.4 To store the collections crates in climate controlled storage facilities and the setwork crates in suitable dry and stable storage from their arrival in the UK until the setworks are delivered to the Horniman on 25th January 2021 and the collection crates a subsequent night 2-3 days later (TBC). Please note the period of storage in the UK will be paid for separately by Nomad, please specify this amount separately in your quote.

5.5 To deliver the exhibition to the Horniman Museum.

Notes re delivery to the Horniman:

Address: 100 London Rd, Forest Hill, London SE23 3PQ

Access cannot be permitted on site until 5.30pm.

We are an urban site with little parking for large vehicles close to the museum. Entry to the museum should be in suitable vehicles for the site (ideally 7.5 tonne vans).

 If you are not able to provide 7.5 tonnes vehicles which can drive directly to the museum please itemise how you would propose unloading larger lorries (which can be parked only at our Bandstand which is up a short steep path to the museum) and include an itemised cost for forklifts to transport the crates from this location to the museum entrance if required

Please ask for our site access report for more details if required

5.6 As separate itemised quotes, optional elements if you wish to tender

a) Assisting with unloading at the Horniman Museum including to our ground floor gallery (2 x art handlers)

b) To collect 135m3 of empty crates (one may include a set-work climbing frame which is not being used in the exhibition) and transportation to appropriate off-site non-climate controlled premises

 c) Storage of these empty cases in appropriate non-climate controlled premises for 8.5 months

d) Return of the cases to the Horniman Museum in October 2021

e) Transit insurance

5.7 Contractor Responsibilities

* The provision of risk assessments and method statements for all activities on the Horniman Museum premises and in line with CDM regulations.
* The provision of staff with relevant experience in packing, transit and storage of museum collections and a lead contact / foreman when on Horniman premises.
* All works to follow the Museum’s Rules for Visiting Contractors and Covid-19 secure guidelines

5.8 Essential Requirements

* The transport of museum collections must meet the minimum conditions to conform to Annex E of the Government Indemnity Scheme guidelines.
* External storage facilities provided must meet the minimum security and environmental conditions that are required to conform to Annex D of the Government Indemnity Scheme guidelines. If we are not familiar with your facilities we may need to visit before a contract can be awarded.
* Proven experience with references in the UK for this type of work, including
* Handling and packing natural sciences specimens
* Shipping CITES natural sciences specimens including mounted taxidermy and ground works to the UK, EU, Australia and USA.

**6. Tender Response:**

Please register your interest by email to Adrian Holloway (aholloway@horniman.ac.uk) by the 1st October. Requests for access reports and clarifications may be also asked by email to Adrian. The final date for queries is the 1st October, after which date all will be answered to all companies who have registered interest.

Formal tender submissions must be received by noon 7th October. Tender submissions should be made electronically to Adrian Holloway (aholloway@horniman.ac.uk). We do not expect hardcopy submissions.

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

6.1 Supplier Selection

Tender responses will be evaluated on the basis of

* Costs
* Meeting tender/programme requirements
* Proposed method statement and understanding of risks
* References
* Relevant experience including:
* Previous experience of exhibition transport to GIS standards including handling and packing natural sciences specimens;
* Shipping CITES natural sciences specimens including mounted taxidermy and ground works to the UK, EU, Australia and USA.
* Previous experience of freezing specimens
* Quality of storage facilities (these must meet the GIS standards listed in Appendix 1)
* Organisational ability

Tender responses will be evaluated by Adrian Holloway, Cressida Diez-Finch and Charlotte Ridley. We hope to appoint the contract during the week commencing 19th October 2021

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

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

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| **Essential:** |
| Fixed price fee proposal for the elements above |
| Storage after arrival in the UK and before delivery to the Horniman as a separate cost |
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| **Optional:** |
| itemised fees for the items under 5.6 if you wish to bid for these |

B. **Your other details**

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| Proposed method statement and outline programme of work |
| 2-3 Examples of relevant projects worked on, with named referees with contact details |
| A statement of any risks that you foresee for this project and what mitigations you would put in place (please include your policy for disruptions caused by Covid-19 outbreaks or requirements for self-isolation by your team) |
| Details of your company history and profile, with financial information (including the last two years sets of accounts) and environmental policy. |
| A suitable single point of contact for all correspondence relating to the tender, including email address, postal address and telephone number(s). |
| Details including contact information for any sub-contractors you would plan to use (eg a European agent for the Spanish side if desired) |

6.3 Contract award

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

6.4 Approximate project timeline

* Issue invitation to tender: 24th September
* Deadline for registration of interest and clarifications (by email to Adrian Holloway): 1st October
* Deadline for tender submissions noon: 7th October
* Aim to award: 19th October
* Collection from Barcelona: collections crates 4th December and setworks 11th December
* Freezing and storage on entry to UK: as appropriate
* Delivery to Horniman across two evenings commencing 25th January (second date TBC)

6.5 Contract Terms and Conditions

**Horniman Museum and Gardens**

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

1. Definitions

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

1. Assignment or Sub-Contracting

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

1. Performance

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

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

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

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

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

1. Inspection, Rejection and Guarantee

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

1. Risk and Property

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

1. Damage in Transit

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

1. Labelling and Packaging

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

1. Intellectual Property Rights

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

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

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

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

1. Health and Safety

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

1. Prevention of Corruption

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

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

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

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

(a) in breach of clause 12; or

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

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

1. Indemnity

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

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

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

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

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

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

1. Taxation

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

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

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

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

1. Insurance

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

1. Confidentiality

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

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

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

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

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

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

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

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

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

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

1. Transparency

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

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

1. Suppliers Staff

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

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

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

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

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

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

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

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

1. Disability Rights

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

1. Termination

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

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

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

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

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

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

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

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

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

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

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

1. Entirety

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

1. Notices

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

1. Scope of the Contract

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

1. Third Party Rights

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

1. No Partnership or Agency:

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

1. Right of Audit

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

1. Governing Law

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

Appendix 1

**NMS TRANSPORT SPECIFICATION**

**Specification for Transport Agent providing Exhibition Transportation**

1. **Definition of “Transport Services” provided by a Transport Agent**

The appointed transport agent (the “**Transport Agent**”) will provide “Transport Services” for the Collection on tour. “**Transport Services**” are defined as the effective management of all aspects of the coordination and transport of the Collection between each host including:

1. The physical movement of the Collection between hosts including liaising with hosts to agree collection/delivery times;
2. Obtaining all relevant CITES documents, transport and shipment licenses and permits at ports of entry and exit;
3. Providing clear communication to the NMS project team to agree transport coordination prior to execution
4. Ensuring that customs examination of the Collection and Exhibition (where applicable) is carried out at the Location, and not at the point of entry into or departure from the country where the Host is located, when possible; and
5. Ensuring the Collection and Exhibition Set Works and their escorts are met on arrival, and accompanied to their departure point.
6. **Mandatory requirements for Transport Agent**

The following requirements are mandatory and are considered to be the minimum appropriate. Sub-contractors commissioned to carry out work must also meet these requirements.

**2.1** **Experience**

The Transport Agent must have experience of:

1. Handling and packing natural sciences specimens; and
2. Shipping CITES natural sciences specimens including mounted taxidermy and ground works to the UK, EU, Australia and USA.

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

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

**2.2.1 GOVERNMENT INDEMNITY SCHEME: TRANSPORT CONDITIONS**

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

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

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

If objects are to be shipped by airfreight, any necessary customs inspections will need to be carried out at an approved secure site so objects can be shipped as SPX secure cargo.

NMS does not have approved Known Consignor status.

The Transport Agent must therefore be able to act on behalf of NMS as an approved Known Consignor and have, or be able to arrange, approved premises that meet the required security criteria for Known Consignors as described in *Regulation (EC) No 300/2008 of the European Parliament and of the Council on common rules in the field of civil aviation security and its implementing acts*, and in the guidance document below: <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/212108/guidance-for-known-consignors.pdf>

* 1. **Airside access and security clearance**

If objects are to be shipped by airfreight, the Transport Agent must have, or be able to arrange, airside access and appropriate security clearance so that all shipments and any loading and unloading can be directly supervised by the Transport Agent, or approved sub-contractor.

* 1. **Use of Sub-contractors**

The Transport Agent will act as the single point of contact for Transport Services. The Transport Agent shall be entitled to engage sub-contractors to assist in the provision of the Transport Services subject to obtaining the prior written consent of the NMS.

The Transport Agent must ensure that all sub-contractors are properly trained and medically certified for their tasks. All sub-contractors must be well presented, drug and alcohol free, have a clean criminal record.

The Transport Agent must detail all sub-contractors that may be required to fulfil the requirements of this contact. Where new sub-contractors are required, these must be approved in writing by NMS.

The Transport Agent will be fully responsible for all sub-contractors that are related to this contract. Where there is agreement to sub-contract any part of the Works, the Transport Agent shall be responsible for the acts and/or omissions of their sub-contractors.

In particular, the Transport Agent will ensure that all staff and sub-contractors related to this contract are compliant with the Mandatory Certification and Mandatory Experience/Skills. It will be the responsibility of the Transport Agent to ensure that all sub-contractors hold and maintain all necessary licences, authorisations and submits valid copies of these as requested.

**Appendix 2**

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

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

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

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

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

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

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

**The total *minimum* days needed to process the freezing of the crated specimens = 10 days.**

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

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