



Tender Documentation

Contract No.
IWM/Exh/1650

Audio visual producer procurement
Churchill War Rooms – *Churchill and the Middle East*

Tender Submission Return Date:

14.00 on 22 March 2017

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 exhibits from the permanent collections integrated with audiovisual 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.
- 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 No.

2.0 Contract Requirements

- 2.1 This Contract covers the appointment of a contractor to produce AV content for Churchill and the Middle East, an addition to the Churchill Museum located within the Churchill War Rooms, Clive Steps, King Charles Street, London, SW1A 2AQ.

3.0 Contract Period

3.1 The contract will run from **April 2017 to November 2017** however the exact length of the contract period will be dependent on the project production schedule to be agreed between IWM and the appointed contractor.

3.2 Scope and Deliverables

The scope and deliverables are detailed inside the attached document titled '**2 CME AV Brief.pdf**'

4.0 **Payment & invoicing**

4.1 Invoices, quoting the IWM PO, are to be raised on delivery of a series of project milestones. Definitions of the milestones, and the percentages of total budget to be invoiced at each milestone, are shown below. The dates of these milestones will be defined in the project development schedule to be agreed between IWM and the appointed contractor.

▪ Creative concept delivery & storyboard	20%
▪ Edit 1	20%
▪ Edit 2	20%
▪ Final Delivery	20%
▪ End of warranty period	20%

4.2 All invoices must be forwarded for prompt payment to:

Finance Department
IWM London
Lambeth Road
London
SE1 6HZ

PLedger@iwm.org.uk

4.3 IWM agrees to pay all invoices within 30 days of their receipt. However, should there be a dispute over charges or the work completed in relation to the contracted agreement, then the payment will be delayed until resolution has been agreed, and the 30 days payment period will commence from the date of resolution.

Schedule 2 - Specification

The specification is detailed inside the attached document '**2 CME AV Brief.pdf**'

Schedule 3 - Tender Information

Tenderers are requested to include all of the below information within their tender submission. Failure to submit any information may result in your tender being rejected.

1.0 Initial Creative Response

Please outline the creative approach to the work that responds to the brief (between 2-4 pages). This should visualise for us how you would propose to deliver the supplied assets and storyboard. At a minimum, you should visualise for us how you propose to introduce key characters into the narrative. If you wish to include any film in your response please use an indicative piece of your choosing.

2.0 Previous Projects

Tenderers should provide details of a minimum of two projects they have previously completed which demonstrate their relevant museum experience and technical competence to successfully deliver this project.

3.0 Project Team

Tenderers are required to provide details of key members of their development team, plus any sub-contractors they intend to use, and their roles within the project. Please highlight the relevant experience and technical competence of team members to deliver this project.

4.0 Cost & Budget Breakdown

Please see detailed budget information given in the specification document
Tenderers should specify:

- the total cost for which the Tenderer will deliver the project
- a budget breakdown showing day-rates and project-roles which makes clear how the Tenderer would use the cost price to deliver the project.

5.0 Proposed Schedule

Tenderers should supply a proposed schedule for the project. This proposed schedule will NOT be used to assess the award of the contract. Rather the proposed schedule is intended as a starting point from which to develop the actual project schedule which will be agreed between IWM and the appointed contractor.

The existing project milestones can be found in Appendix 7.

6.0 Contract Award Procedure

6.1 IWM will review the tenders based upon the following criteria

- **Initial Creative Response (6);**
- **Previous Projects (3);**
- **Cost & Budget Breakdown (4);**
- **Project Team (4);**

The figures in brackets are weightings which will be used to assess each criterion

- 6.2 Each tender will be assessed within the categories covered in the tender, and should interviews be required they will take place at IWM London during **w/c 27 March 2017**.

7.0 **Asking questions**

- 7.1 Tenderers that wish to submit questions about the requirements of the project should contact Jo Saull at jsaull@iwm.org.uk by **17.00 on 13 March 2017**. Emails should include the subject line: Churchill and the ME AV.

- 7.2 Responses to all questions raised will be posted on the Contracts Finder website on **15 March 2017**.

8.0 **Tender Return**

- 8.1 Tenders should be returned as **PDF documents** via email by **14.00 on 22 March 2017**. Emails should be addressed to jsaull@iwm.org.uk and clearly labelled:

**TENDER DOCUMENTS – CHURCHILL AND THE MIDDLE EAST –
CONTRACT NO. IWM/Exh/1650**

- 8.2 Tenderers should be advised that it is their responsibility to ensure that their tender is submitted before the deadline.

Schedule 4 – Questionnaire

COMPANY QUESTIONNAIRE – Film production procurement

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)?, and; • your methodology of appointment and management of the sub-contractor(s)?
Section 3: Policy/Procedures
18 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.
19 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
20 Please complete the following with regards to your company's insurance policies: <p>Professional Liability (to £5m): Policy No: Expiry Date: Limit of Indemnity:</p> <p>Please include a copy of the insurance certificate for each policy.</p>
21 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.
22 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.
23 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?

Schedule 5 – Terms & Conditions

The following represent the terms and conditions that will apply to this contract.

- **Imperial War Museums** (as operated by the **Trustees of the Imperial War Museum**, a charitable corporation established by statute) whose office is situated at: Lambeth Road, London SE1 6HZ, hereby referred to as "**IWM**", and;
- **Insert Company Name**, whose office is situated at: xxxx, company reg. no. xxxxx, hereby referred to as "**the Contractor**".

To hereby be referred to individually as "**a Party**" and collectively as "**the Parties**".

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 (the "**Materials**") 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 Price**" means the price 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;
- "**Designated Officer**" means the individual appointed for the time being by IWM as the responsible official for the purposes of this Contract;
- "**Employees of IWM**" includes persons (and the personal representative of any person) who are employees of IWM when any relevant Personal Injury or Loss of Property occurred, even if he has ceased to be such before any payment in respect of the Personal Injury or Loss of Property is made, and where they have ceased to be such by reason of their deaths, include their personal representatives;
- "**Month**" means calendar month unless otherwise defined;
- "**Premises**" mean Imperial War Museum London ("**IWM**"), Lambeth Road, London, SE1 6HZ
- "**Services**" mean all services which the Contractor is required under the Contract to supply;
- "**Specification**" means the description and specification attached to the tender;
- "**Intellectual Property Rights**" means patents, Trade Marks, trade names, design rights, copyright (including rights in computer software and moral rights), performers' rights, database rights, and other Intellectual Property Rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
- "**Background IPR**" means all Intellectual Property Rights excluding Foreground IPR, owned by either IWM or the Contractor prior to their accession to this Contract, as well as any Intellectual Property Rights pertaining to such information, the application for which has been filed before their accession to this Contract, and which is needed for creating

the Deliverables or for using Foreground IPR in accordance with this Contract.

- **“Foreground IPR”** means all Intellectual Property Rights in the Deliverables arising as a direct result of and in the performance of this Contract.
- **“Third Party IPR” means** Intellectual Property Rights, not owned by Parties subject to this Contract.
- **"Sub-Contractor"** means any person, firm or company under contract to the Contractor to perform work or provide professional services and/or supply goods and includes any other person or persons taken as a partner or director by such person, firm or company during the currency of the Contract and the surviving member or members of any such firm or company.

- 1.3 The headings to these Conditions shall not affect the interpretation thereof.
- 1.4 Any notice or other communication whatsoever which IWM are 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 **Service**

Subject to the provisions of the Contract, the Contractor agrees to provide the Services set out in the statement of requirement in consideration of the price paid.

3.0 **Recovery of Sums Due**

Whenever under the Contract any sums of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract.

4.0 **Value Added Tax**

IWM shall pay to the Contractor, in addition to the Contract Price, 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 22 and provisions in Clauses 22.5 and 22.6 shall apply.

6.0 **Equal Opportunities Policy**

- 6.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act of 1976, Sex Discrimination Acts of 1975 and 1986 and Equal Pay Act of 1970 or any statutory modification or re-enactment thereof relating to discrimination in employment.
- 6.2 The Contractor shall take all reasonable steps to secure the observance of the provisions pursuant to Clause 6.1, hereof by all employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract.

7.0 **Transfer & Sub-Letting**

- 7.1 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.

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 the service of IWM any gift or consideration of any kind as an inducement or reward for doing of

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 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.

8.3 In any dispute, difference or question arising in respect of:

- (a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor pursuant to Clause 8.2 in respect of any loss resulting from such determination of the Contract), or;
- (b) the right of IWM to determine the Contract, or;
- (c) the amount or value of any such gift, consideration or commission.

the decision of IWM shall be final and conclusive

9.0 **Use of the Materials**

9.1 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.

9.2 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.

9.3 Any specification, plans, drawings, or any other documents issued by or on behalf of IWM for the purposes of the Contract remain the property of IWM.

10.0 **Intellectual Property Rights**

10.1 The Contractor shall assign all Foreground IPR to IWM with full title guaranteed together with any renewals thereof throughout the world in all circumstances and in perpetuity.

10.2 IWM shall grant the Contractor a non-exclusive non commercial worldwide revocable licence to use the Deliverables.

10.3 Each party shall grant the other party a non-exclusive royalty free worldwide licence to use the Background IPR within the context of creating the

Deliverables and for granting any rights and permissions in Clauses 10.1 & 10.2.

- 10.4 While the Contractor shall retain the moral right of association and credit with the Deliverables, IWM shall retain the ability to edit the Deliverables as required and wherever reasonable practical
- 10.5 The Contractor shall be credited in association with the Deliverables where reasonably practical.
- 10.6 The Contractor warrants that all Intellectual Property Rights are owned by the Contractor, or in the case of Third Party IPR are licensed to the Contractor for use in the Deliverables, and that the Deliverables do not infringe the Intellectual Property Rights of any third party.
- 10.7 The Contractor agrees that IWM shall have no liability and the Contractor shall indemnify, defend and hold IWM harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by IWM in defending against any third-party claim of Intellectual Property Rights infringements or threats of claims thereof with respect of IWM's or any user's use of the Deliverables, provided that:
- (1) the use of the Deliverables has been in full compliance with the terms and conditions of this Contract;
 - (2) IWM provides the Contractor with prompt notice of any such claim or threat of claim;
 - (3) the Contractor has sole and complete control over the defence or settlement of such claim.

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, 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 2 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 **Safety**

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 the IWM to ensure the proper discharge of these duties.

15.0 **Leave Blank**

16.0 **Leave Blank**

17.0 **Contractor's Property**

All property of the Contractor while at the Premises shall be at the risk of the Contractor and IWM shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby except where any such loss or damage was caused or contributed to by any act, neglect or default of any employee of IWM at the Premises acting in the course of his employment. IWM shall accept liability to the extent to which such loss or damage is so caused or contributed to as aforesaid.

18.0 **Insurance**

18.1 The Contractor shall effect and maintain insurance and ensure that any person or organisation commissioned as a consultant by him takes out and maintains appropriate professional indemnity insurance in respect of their businesses generally throughout the period from the date of commencement of their services under the Contract or Commission until the expiration of six years from the date of completion of each project, which insurance may be limited in respect of any one claim (but shall not be limited in any other respect): provided that any such limit under this Clause shall in any event be at least £5m.

18.2 The Contractor shall, whenever required by IWM, produce to IWM certificates signed on behalf of the Contractor's and/or his consultants' insurers stating that insurance complying with the requirements pursuant to Clause 18.1, is in force and the period for which it has been taken out.

18.3 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 his interests and recover loss and damages from the Contractor.

18.4 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.

19.0 **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.

20.0 **Bribery**

20.1 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.

20.2 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.

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

20.4 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.

20.5 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.

- 20.6 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.
- 20.7 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.
- 20.8 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 services previously performed.
- 20.9 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.

21.0 Observance of Regulations

- 21.1 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, by the Designated Officer.
- 21.2 Except as provided in this Contract neither the Contractor nor any of his 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 the Designated Officer.

22.0 Break

- 22.1 If either Party breaches any term or obligation under 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 **seven working days** of their notification of the breach. If after the specified time given, the breach has not been 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 notice** in writing to the other Party.
- 22.2 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 contract price, or, where no agreement exists, a fair and reasonable price.

22.3 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.

22.4 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 price.

22.5 If the Contractor is convicted under a charge of bribery, then this Contract will be terminated with immediate effect, and the Contractor will be required to immediately terminate any works/service under this contract, to ensure that all paperwork is completed and forwarded to IWM with immediate effect, and payment will only be made for works completed at the time of the termination.

22.6 Upon the end or early termination of this Contract, the Intellectual Property Rights clause, clause 10, survive the termination of the Contract.

23.0 **Leave Blank**

24.0 **Contractor's Organisation**

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.

25.0 **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 effected in accordance with Clause 26.

26.0 **Variations of Contract**

Any variation of any provision of this Contract must be effected in writing issued by IWM Designated Officer, and no purported variation by any other means shall bind IWM. All variations to this Contract will be submitted in writing to the Contractor using the Variation Notice shown as Appendix 1 to these terms and conditions of contract.

27.0 **Price**

Unless otherwise stated in the Contract, the Price shall be the total price for the Services including the cost of all labour, materials, equipment, holiday relief or substitute as and when necessary, overheads and all other costs of the Contractor in connection with the Contract for full and proper performance by the Contractor.

28.0 Availability of Information

28.1 The Contractor shall at all times during the course of the Contract and for a period of two years after final payment of all sums due under the Contract maintain in accordance with his normal procedures, a record of the costs incurred by him in the execution of the Contract including, for example, details of times taken and of wage rates paid, and such further particulars reasonably specified by the IWM as being necessary for the purpose of determining such costs with reasonable accuracy.

28.2 At the time before the expiry of the period pursuant to Clause 28.1, the Contractor shall, when requested by IWM, furnish a summary of any such costs mentioned in such form and detail as IWM may reasonably require, and afford such facilities as IWM may reasonably require for his representatives to visit the Contractor's premises and examine the records under that Clause.

29.0 Transfer of Responsibility

29.1 In the event that a different organisation is required to take on the Service 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.

29.2 The transfer shall be arranged between IWM and the Contractor so as to reduce to a minimum any interruption to the Services

30.0 Quality Assurance

The Contractor shall ensure that all Services carried out under the Contract and performed by suitable qualified persons and that British Standards, or equivalent Specifications where such exist, are used unless otherwise agreed in writing by IWM.

31.0 Freedom of Information Act 2000

31.1 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 written request, unless subject to one of the exemptions under FoIA.

31.2 The Parties agree that all information pertaining to the Contract shall be released to third parties upon request. [OR The Parties agree that only the following information shall be released to third parties upon request: OR The Parties agree that only the following information shall be withheld from third parties who request it:

[insert information]

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

32.0 **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 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.

33.0 **Force Majeure**

33.1 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.

33.2 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.

33.3 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.

33.4 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.

34.0 **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.

35.0 **Assignability and Transferability**

Neither Party may assign any rights under this Contract without the written consent of the other Party, which is not be unreasonably withheld, and any attempt to do without that consent shall be void.

36.0 **Entire Contract**

- 36.1 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.
- 36.2 The Parties hereto are independent organisations, and nothing herein contained shall constitute to create a partnership, agency or joint venture between the Parties.

Schedule 6 - Tender Timetable

The following represents an outline timetable for the award of the contract

Tender Issue Date	8 March 2017
Tender queries to be submitted	13 March 2017
Responses to queries	15 March 2017
Tender Return	22 March 2017
Tender Evaluation	23 March 2017
Tenderer Interviews (if required)	wc 27 March 2017
Appointment	31 March 2017
Project Development Schedule	to be agreed by IWM and appointed contractor

Section 7 – IWM Contract Selection Team

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

Lucy Tindle

Exhibitions and Interpretation Manager
Churchill War Rooms
Clive Steps
King Charles Street
London
SW1A 2AQ

T – 020 7766 0123
M: 07813 965 426
E-mail: ltindle@iwm.org.uk

Jo Saull

AV Production Manager
Imperial War Museums
Lambeth Road
London
SE1 6HZ

T – 020 7091 3074
E-mail: jsaull@iwm.org.uk

Simon Bourne

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

T – 020 7416 5257
E-mail: sbourne@iwm.org.uk

Chris Cast

Procurement Manager
Imperial War Museums
Lambeth Road
London
SE1 6HZ

T – 020 7091 3060
E-mail: ccast@iwm.org.uk