NATIONAL ARMY MUSEUM

ROYAL HOSPITAL ROAD

CHELSEA

LONDON SW3 4HT

**Conservation of 19th Century Oil Painting for the national army museum**

**Brief, Tender and contractor’s information**

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**The Client**

1. The Client is the Council and Director of the National Army Museum.

**The NATIONAL ARMY MUSEUM (NAM) Project Board**

1. The NAM Project Board will include:
   1. Ms Sue Ward
   2. Ms Terri Denty
   3. Member of the Museum’s Finance Team

**THE NAM (National Army Museum) - Background**

1. The NAM, a Body incorporated by Royal Charter (1960), is the British Army's own Museum. It is the only museum in the United Kingdom to tell the Story of Our Army as a whole from its inception to today's military operations in Iraq, Afghanistan and elsewhere. It commemorates the contribution of soldiers, male and female, who have served in Our Army. By using examples from the past, the NAM inspires the present generation of soldiers to understand that they are the inheritors of a rich tradition of bravery, service and professionalism.

**SCOPE OF WORKS**

1. The National Army Museum has recently purchased a painting by Lady Butler, and acclaimed artist who specialised in painting schemes from campaigns and battles. Unfortunately, over time and various means of packing it has sustained damage.
2. The National Army Museum (NAM) wishes to appoint a suitably qualified conservation company or individual conservator (‘the conservator’) to conserve the 19th century oil painting, details as below:

* **Title**: 'Dawn of Waterloo'. The 'Reveille' in the bivouac of the Scots Greys on the morning of the battle, 1815 signed with initials and dated lower left '18 EB 95', by Lady Butler (Elizabeth Southerden Butler, née Thompson), 1895, exhibited at the Royal Academy in 1895.
* **Medium/support/size**: Oil on canvas, 1264mm x 1962mm unframed, 1362m x 2063.5mm currently framed in plain gilded wooden slip (to be replaced at a later stage)
* **Condition overview**: From examination, the painting appears to be in stable condition in both structural and aesthetic terms. A condition report (Annex A) has been recently completed with treatment recommendations and time estimates. This contract will involve undertaking the conservation of the painting (following discussion and approval of all treatments by the NAM); full documentation, including written reports and photographs, relating to the treatment of each object (sent to the NAM on completion of the project).
* **Time scale and hours**: This contract is for approx. 228-335 hours work and subject to discussion with NAM can be carried out at NAM premises or offsite by the conservator. If offsite, then a UKRG security supplement will be required. It is anticipated that the work should be wrapped, collected and transported on (provisionally) 11 November 22 with completion works completed and delivered to Museum (provisionally) 17 March 2023.
* Transportation must be by an approved Fine Art moving company in an “air ride vehicle

1. Tender submissions are requested from suitably qualified and experienced contractors. It is beneficial, though not essential, for the conservator to hold accredited status (PACR - Professional Accreditation of Conservator-Restorers).
2. Tenderers will need to need to ensure that they have insurance covering the total value of the objects and public liability to the value of £5,000,000
3. We will provide existing condition assessments, images and full descriptions of the objects. See attached Annex A – Condition Report.

**INFORMATION FOR TENDERERS**

**Tender Process**

1. The process to be followed will be in accordance with the NAM Financial Procedures Memorandum in that it will be a sealed bid process.
2. The NAM will not necessarily award to the lowest price tenderer. NAM reserves the right to appoint the contractor who has interpreted the brief fully and provides value for money.

**PROGRAMME**

|  |  |
| --- | --- |
| Tender Invitation issued | 17 July 2022 |
| Tender submission to NAM | 19 August 2022 |
| Successful contractor appointed | 26 August 2022 |
| Proposed dates on site | 17 March 2023 |

**Contract Award Criteria**

1. The Tender Board will comprise the Project Board and other nominated individuals.

* Tenders will be assessed on the following criteria: - Fee 50%
* Qualifications and Experience 10%
* Project Team and Resourcing including timings of installation 30%
* Approach 10%

**Tender Return**

1. All electronic tender documents/electronic media are to be addressed to [tenders@nam.ac.uk](mailto:tenders@nam.ac.uk) and annotated with “TENDER DOCUMENTS NOT TO BE OPENED 10am on 19 August 2022. On no account are the tender documents to be passed to the requesting department before the tender board date.
2. Tender “hard” copies shall be submitted to:
   1. Secretariat
   2. National Army Museum
   3. Royal Hospital Road
   4. Chelsea, London SW3 4HT
3. Tenders are to remain open for acceptance for a period of 90 days.
4. Tender shall comprise of 2 x hard copies and 1 x electronic (PDF format) following:
   * Annex A - Condition Report with costs against items indicated - Financial Tender;
   * The Completed Form of Tender (Annex B);
   * Certificate of Bona-Fide Tender (Annex C);
   * Any other information that is required to clarify the tender.

**Financial Tender**

1. Lump Sum Fee

A budget fee of £10,750 is to include all works, transportation and expensesy, and installation. The fee is excluding VAT.

1. Hourly Rate

An hourly rate for each category of personnel should be provided in the event that the Client instructs specific additional duties.

1. Completed Form of Tender & Certificate of Bona-Fide Tender (Annex A & B)

The Forms should be signed by the Tenderer or, in the case of a Company, by the Secretary or other authorised person.

**Information to accompany the Tender**

1. Relevant Experience

Provide details of relevant experience. For each project, include a description of the project, your role, client, budget and project dates

1. Tenderers Works Team

List the proposed personnel working on this project and provide the CVs for any supervisory role personnel.

1. Resource Plan & Availability of Personnel

Advise the resource plan for the proposed personnel.

Advise how quickly the contractor could begin work if appointed.

1. Practice Approach

Outline your approach to ensure that the installation is completed within budget and timescale.

1. References

Provide details of three recent contracts that are relevant to this project including the name and contact details of the clients’ representatives who could be approached for references.

**Tendering costs**

1. The Client will not be responsible for or pay for any costs or expenses that are incurred by any tendering contractor in preparing and submitting their tender.

**ACCESS**

1. Access to the Chelsea and Stevenage sites is by arrangement only, it is essential that note is taken of any arrangements for entry. Site visits will obviously be required prior to any tender submission and these can be arranged by contacting:

Ms Susan Ward - sward@nam.ac.uk

The names of personnel visiting the site and the registration number of max two vehicles must be supplied. Parking is by arrangement and must not assumed. Any vehicles including delivery vehicles, not pre-approved, will be denied entry and the Museum will not be responsible for any costs of re-arrangements.

**Enquiries**

1. All enquiries arising from this Invitation to Tender must be submitted in writing via email to.

sward@nam.ac.uk

All clarifications/questions will be made available to all prospective tenderers and posted on the Government Contract Finder website:

**INSURANCES**

1. The minimum amounts insured in respect of employers and public liability shall be £5M for any one occurrence or series of occurrences arising out of one event.

**DEFECTS IN MAINTENANCE PERIOD**

1. The contractor is to provide at handover certification that the conservation is complete to the relevant standards and use of the correct recognised materials have been used to carry out the remedial works.

**SECURITY**

1. The contractor is to detail the security arrangements at their premises to ensure the safety of the Museum collection

**GENERAL**

1. The tender price **must** be itemized as indicated in Annex A above to allow ease of cost comparison for individual sections of the works. The Client may agree to the employment of any sub-contractors prior to the works commencing. Any agreement mut be specifically agreed by the Client before and works are carried out.
2. An area can be allocated in the Museum car park for on-site storage or a skip for disposal if required. If the contractor chooses to store materials on-site then they are responsible for the security of all those materials.
3. All contractors’ personnel must book in and out of the Museum on each shift.
4. You should be aware the NAM is subject to the Freedom of Information Act 2000 and is required to comply with any requests submitted.

**ANNEXES**

1. Attached to this specification are copies of annexes that must be completed and enclosed with the tender.

Annex A – Condition Report Under separate cover

Annex B – Form of Tender

Annex C – Certificate of Bona-Fide Tender

**ANNEx B – Form of Tender**

Tender for: **Conservation of 19th Century Oil Painting for the national army museum**

To: The Council and Director of the National Army Museum

Sirs,

I/We the undersigned, having examined the enclosed tender documents and Appendices, do hereby offer to execute and complete in accordance with the said documents the works described therein:

For the sum as listed in the attached document:

Tenderer Reference:  **Conservation of 19th Century Oil Painting for the national army museum**

I/We hereby affirm our agreement to enter into a contract with the Council of the National Army Museum for the due performance of the Works in the form described by the above said documents.

I/We have completed the Certificate of Bona-Fide Tender included in this document

I/We understand that the Trustees are not bound to accept the lowest or any tender which may be received nor or responsible for any cost incurred in the preparation of any tender

I/We declare that this offer is to remain open for acceptance for a period of thirty days from the date fixed for the receipt of tenders

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of

Duly authorised to sign the tender on behalf of:

Date:

**ANNEX C – CERTIFICATE OF BONA-FIDE TENDER**

Tender for:

**Conservation of 19th Century Oil Painting for the national army museum**

I/We certify that this is a bona-fide tender and that I/we have not fixed or adjusted the amount thereof by or under in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and I/We undertake that I/we will not do at any time any of the following acts:

* 1. Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of such amount(s) was necessary to obtain insurance premium quotations required for the preparation of the tender.
  2. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
  3. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate the word “person” includes any person and anybody, association, corporate or un-incorporated; and “any agreement” includes such transaction, formal or informal, and whether legally binding or not.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of

Duly authorised to sign the tender on behalf of:

Date: