



Tender Documentation

**Contract No.
IWM/Reg/1511**

Transforming IWM London Phase 2a & b

ICT & AV Infrastructure and Hardware Consultant

Tender Submission Return Date:

10.00 on 4 July 2016

Contents

Section 1: Introduction to Second World War Galleries and The Holocaust Galleries

- 1.1 Brief description of Imperial War Museums (IWM)
- 1.2 Transforming IWM London
- 1.3 Brief description of Second World War and The Holocaust Galleries
- 1.4 Learning and event spaces, Research Room with store and Conference Room
- 1.5 Definition of roles & parties related to this Scope of Services
- 1.6 Project programme
- 1.7 Project budget

Section 2: Schedule of services

- 2.1 ICT & AV Infrastructure and Hardware Consultant

Section 3: Programme

Section 4: Information on Tender Submission

- 4.1 Purpose of tender process
- 4.2 Lump Sum Fee
- 4.3 Time charges
- 4.4 Expenses & Travel
- 4.5 VAT
- 4.6 Tender response items and marking
- 4.7 Criteria for selection
- 4.8 Evaluation and scoring guide
- 4.9 Submission of tenders
- 4.10 Interviews
- 4.11 Unsuccessful tenderers
- 4.12 Tender programme

Section 5: Company Questionnaire

Appendix 1: General Conditions of Contract

Appendix 2: Confirmation of Fee Offer

Appendix 3: Confidentiality Agreement

Appendix 4: Staff Security Clearance Notification Form

Section 1 - Introduction to IWM

1.1 Imperial War Museums

Imperial War Museums (IWM) is operated by the Trustees of the Imperial War Museum, a charitable corporation established by statute.

Founded in 1917 to record the story of the Great War and the contributions to it made by the peoples of the British Empire, IWM is now the world's leading authority on conflict and its impact, telling the story of people who have lived, fought and died in conflicts involving Britain and the Commonwealth from the First World War to the present day.

Our unique Collections, made up of the everyday and the exceptional, reveal stories of people, places, ideas and events across our five museums. We challenge people to look at conflict from different perspectives, enriching their understanding of the causes, course and consequences of war and its impact on people's lives.

IWM's five branches are:

- IWM London;
- Churchill War Rooms;
- HMS *Belfast* moored in the Pool of London;
- IWM Duxford, Cambridge;
- IWM North, Trafford, Manchester.

Each branch provides a comprehensive range of exhibitions consisting of items from the permanent collections integrated with multimedia interactive displays.

IWM is, in addition to its conventional museum role, a major national art gallery, a major national archive of written and audio-visual records, and a research centre. Our activities include display, education, publishing, research, trading, conferences, as well as the acquisition, documentation, study and conservation of collections.

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

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

IWM is an exempt charity under the terms of the Charities Act 1993 Schedule 2 (u) and (w). As such we do not have a Charity Registration number.

1.2 Transforming IWM London

In May 2010, IWM appointed Foster + Partners to develop a spatial masterplan for IWM London to:

- rationalise and capitalise on our estate
- enable the display of more from our collections in new and engaging ways
- deliver much improved visitor facilities and services

- drive income and efficiency

The masterplan provides a framework for phased development of the IWM London site over the next 10 - 20 years. Phase 1 was completed in July 2014 which re-configured the atrium space and new displays, updated and improved visitor facilities including the café, shops, toilets and lifts and created new First World War Galleries in time for the centenary. The First World War Galleries are a major component of the Centenary Programme, which also includes a national programme of events coordinated by IWM, a family of digital projects, publications and related television programmes. Some or all of these directly interface with the First World War Galleries. The Centenary Programme will continue until 2019.

The implementation of Phase 1 of the masterplan cost £40m and was funded with £12m of IWM funds, £6.5m from the Heritage Lottery Fund, £5m grant from the government, and a wide range of donations from trusts, foundations and private individuals raised through the IWM Foundation.

Phase 2a consists of Second World War Galleries (SWWG) by 2020. Phase 2b The Holocaust Galleries (HG), on level 2 by 2021. Alongside the new galleries Phase 2a&b also includes new learning and event spaces stacked on levels 1, 2 and 3, a new Research Room and store and a new Conference Room, both on level 2. Phase 2c will deliver a new entrance with art galleries by 2022/23. We expect funding for Phase 2 to come from a similar variety of sources to Phase 1.

Phase 2a&b is the focus for this project.

Our objectives for Phase 2a&b are:

Prioritise our audiences	Create new, high quality permanent exhibition space for our Second World War and The Holocaust Galleries that is relevant and engaging, builds coverage of our remit and is object and content rich	<ul style="list-style-type: none"> ▪ Increase coverage of our remit – exhibition space for the Second World War doubles ▪ Increase our reach – audiences at IWML increase to 1.5 million with the opening of Second World War Galleries and to 1.8 million with The Holocaust Galleries in their first year of opening. Online visitors increase by 40% to 8.4million ▪ Conversion rate into Second World War Galleries increases to 80%, The Holocaust Galleries to 75% ▪ Domestic audiences are 1.2 million, first time visitors 990,000, C2DE visitors 540,000 and BAME 200,000
	Transform IWM London so that the visitor experience improves exponentially	<ul style="list-style-type: none"> ▪ 94% of visitors rate their visit as excellent or good (currently 92%) ▪ Dwell time increases by 25% to 188 minutes
	Learning and engagement will increase as a result of our reworked gallery content and educational programme to support them	<ul style="list-style-type: none"> ▪ Total IWM London learners increase to 150,000* <i>Note: IWM is currently undertaking a review of all of its learning activity so this number is, in part, subject to the conclusion of this work (summer 2016)</i> ▪ Holocaust learners increase to 50,000 per annum, more than doubling current levels ▪ 80% of audiences agree that IWM is their first point of contact to find out about the history and impact of conflict, in particular, the Second World War
	Build our brand and reputation, in particular, by ensuring that our programme is rooted in personal	<ul style="list-style-type: none"> ▪ Visitors who expect their visit to be excellent increases from 25% to 50% ▪ 99% will recommend a visit to others

	stories linked to our subject matter	<ul style="list-style-type: none"> ▪ AVE increases by 50% ▪ Our economic impact in terms of domestic and overseas tourism increases in 2020-21 to £76.2 million, in 2021-22 it will be £91.4 million ▪ Visitors to our other branches increases by 6.5% overall (net gain attributable to IWM London)
Increase our financial Sustainability	Increase net profit at IWM London through successful operation of a range of revenue streams	<ul style="list-style-type: none"> ▪ Visitor SPV increases by over 25% from £1.98 to at least £2.50
	Reduce fixed costs (improved M&E) and improved sustainability credentials	<ul style="list-style-type: none"> ▪ Fixed utility and maintenance costs reduce by 10% (saving c. £150K per annum)
	Increase philanthropic support	<ul style="list-style-type: none"> ▪ We will achieve our programme fundraising target of £30million
	Build volunteer support	<ul style="list-style-type: none"> ▪ Increase volunteer support by 40% (current baseline 121 volunteers) at IWM London to c170 volunteers
	Strengthen our partnership network	<ul style="list-style-type: none"> ▪ IWM London is connected with stakeholders and the richness of this relationship is reflected in our public offer and programming
Deliver effective stewardship of our collection	Put more of our collection assets on display and provide a channel to show our research, expertise and knowledge using innovative and engaging interpretive techniques	<ul style="list-style-type: none"> ▪ Total number of collections assets on display increases by 100% ▪ More than 1,500 collections assets relating to Second World War and Holocaust displayed
	Increase the amount of digitised material in our collection – this links to preservation, commercial and access objectives	<ul style="list-style-type: none"> ▪ Digitised Second World War and Holocaust content increases by 50%

1.3 Second World War Galleries and The Holocaust Galleries

IWM wishes to create world-leading galleries telling the story of Britain and the Commonwealth during the Second World War and that of The Holocaust. Using IWM's unparalleled collections and innovative audio-visual experiences the new galleries will build upon and improve the high standards for narrative based museums set by IWM in its First World War Galleries. The new Second World War Galleries will open in 2020 and new The Holocaust Galleries in 2021.

1.4 Learning and event spaces, Research Room with store and Conference Room

Alongside the new galleries, we intend to build new learning and event spaces stacked on levels 1, 2 and 3, a new Research Room and store and a new Conference Room, both on level 2. The new spaces will open over the period of 2019 to 2020, dependant on a staff and storage relocation programme, which is being developed at this time.

These non-gallery spaces will be designed by the Basebuild Design Team.

1.5 Definition of roles & parties related to this Scope of Services:

- *The Client* is Imperial War Museums (IWM)
- *The Basebuild Design Team* is the multidisciplinary design team responsible for the basebuild works
- *The Exhibition Design Team* is the multidisciplinary design teams responsible for the Second World War and The Holocaust Galleries.
- *The Project Manager* is Fraser Randall (FR)
- *The Quantity Surveyor* is Fraser Randall (FR)
- *The Principal Designer* is Fraser Randall (FR)
- *Other Consultants* are the consultants contracted direct to the Client

1.6. Project Programme. Key dates (indicative at this stage)

Please refer to the detailed programme in Section 3 of this document

The Exhibition Designer for each of the galleries will be the first design consultants to be appointed. The initial period will be spent working with the IWM team to develop the narrative, content and interpretation of the exhibitions.

Upon appointment, the Basebuild Designer's initial period will be spent establishing the opportunities and constraints of the existing base build spaces and services.

During Concept design / RIBA Stage 2, the Exhibition Designer will develop the exhibition's requirements and liaise with the Basebuild Designer to co-create the spaces and Services needs, within the constraints of the building and the budget.

IWM will be making a Stage 1 HLF application for more than £5 million on 1 December 2016, with an approved exhibition Concept design.

The design teams will continue working during the HLF decision period to develop the exhibition and base build designs in tandem.

IWM will make a Stage 2 HLF application in late 2017. Design teams will continue working through the HLF decision period.

The base build infrastructure works to both galleries will be tendered as one complete set of works, but work on site will take place sequentially, commencing with the Second World War Galleries, and then moving on to The Holocaust Galleries. Both the Second World War and The Holocaust Galleries must have achieved a sufficiently detailed and complete level of base build design information for this tender.

The exhibition fit-out works will follow the same sequence, and the works will potentially be tendered separately, giving The Holocaust Galleries a longer overall design period.

The Second World War Galleries and atrium terrace displays are expected to open in the Spring of 2020

The Holocaust Galleries are expected to open in January 2021

1.7 Project Budgets

Base build infrastructure to Second World War Galleries & terrace displays, The Holocaust Galleries, learning rooms, conference room, Research Room & store	£6.5m
Fit-out to learning and event spaces, Conference Room, Research Room & store	£500k
Exhibition works to Second World War Galleries & terrace displays	£5m
Exhibition works to The Holocaust Galleries	£5m

Section 2 - ICT & AV Infrastructure and Hardware Consultant Scope

IWM is in the process of procuring the services of a Basebuild Design Team and two Exhibition Design Teams for Transforming IWM London Phase 2 a & b. The teams will be working on two new exhibition galleries, plus a series of non-gallery spaces including three learning rooms, a research room with store and a conference room.

IWM require a directly appointed ICT & AV Infrastructure and Hardware consultant to work with the three Project design teams to achieve the following:

Generally:

1. Produce Concept, Scheme, and Technical design information for the ICT and AV elements, plus information suitable for tendering of the same
2. The Consultant is required to act as the ICT & AV Infrastructure and Hardware Consultant, to lead IWM and the Project teams through the design of these elements, reviewing matters with them at all levels, constantly presenting options and alternative solutions and working in partnership with them in relation to the Project
3. Perform the necessary design services to enable the Project team to develop a fully coordinated, affordable and sustainable Project in terms of ICT and AV
4. Work closely and directly with IWM and Project teams at all times through the period. Receive and/or request briefings and information from them in order to produce the information required
5. Attend or set up meetings involving IWM or Project teams as required
6. Issue all design information to IWM and the Project team in a format and manner in accordance with their needs, explain the designs where necessary, and obtain approval before commencing to the next stage of work
7. The ICT & AV Infrastructure and Hardware information is to be issued as follows:

Element of ICT / AV:	Issue information to for review, comment / approval:	Issue information to for integration into overall project design / drawings:	Information format:
ICT	IWM	Basebuild design team	Cable schedule & drawings (not BIM)
Exhibition AV	Cable info to Basebuild design team, AV hardware info to Exhibition design team	Cable info to Basebuild design team, AV hardware info to Exhibition design team	Cable schedule & drawings (not BIM)
Non-gallery AV	Basebuild design team	Basebuild design team	Cable schedule & drawings (not BIM)

8. Design with the operation and maintenance of the building in mind, liaise with the relevant IWM staff and give general advice to IWM on such matters
9. Provide monthly progress reports to the Project Manager showing the progress made against the agreed design programme. Identify those matters which require IWM approval

and introduce procedures to obtain those approvals

10. Attend and participate in monthly Project Progress meetings, and monthly Design Team meetings, and other meetings as required
11. Give IWM sufficient notice of all approvals, decisions or other matters which require action by IWM and, where appropriate, assist IWM by providing information and by making recommendations
12. Provide information to the Cost Consultants to allow production of preliminary and project cost plans in a timely manner. Assist in the preparation of design/cost checks and reports, pre-tender cost checks
13. Work with the Cost Consultant to ensure that the project is developed within the approved budget for this element of works. Use all reasonable endeavours to ensure that the eventual cost of the elements at Pre-tender does not exceed the budget. The design will be costed prior to the completion of each design stage
14. Define and review with IWM and Project teams, alternative design and construction approaches and cost implications
15. The Services should not be viewed as definitive or prescriptive. The Consultant is encouraged to use his own initiative and expertise to assist IWM in achieving the right solutions

Concept Design Period – August 2016 to end November 2016

16. Work with the two separate Exhibition design teams in order to develop options and concept proposals for the AV / media elements of the exhibition. Attend workshops / meetings as required, produce necessary information to inform further development, decisions and ways forward to achieve a finalised concept design for each AV element

Input to, and provide information for the determination of the AV control room requirements, sizing, location, estimated heat gain calculations, power requirements etc.
17. Receive information from IWM as to the AV hardware requirements for the non-gallery spaces; including three learning rooms, a conference room and a Research Room

Work with the Basebuild design team to develop concept designs for the AV hardware requirements to achieve IWM brief for the non-gallery spaces
18. Receive information from IWM as to the ICT and Security requirements for the spaces, including – IT, Voice, AV, Security, Lighting, BMS. Develop concept designs for the ICT in accordance with IWM's requirements
19. Work with IWM to understand and receive their opinion on hardware requirements and preferred specifications. Input to lifespan of equipment, future operations & maintenance requirements, and life-cycle costings in order to inform IWM's requirements
20. Work with IWM, the Basebuild Design Team and the two Exhibition Design Teams to develop all necessary infrastructure requirements for the AV hardware and ICT equipment, cables and cable ways. Provide all necessary information to the respective project teams in order to allow them to incorporate the future requirements of the AV and ICT hardware in the exhibition and non-gallery spaces
21. Produce outline specification of all ICT & AV hardware with costs

Scheme Design Period – start December 2016 to end August 2017

Technical Design Period – end August 2017 to end March 2018

1. Liaising and coordinating with IWM ICT, AV and Security teams through Scheme to Technical design, ensuring the design and specification aligns with IWM's strategy including interfacing with existing physical and virtual infrastructure, future management and maintenance requirements
2. Liaising with IWM, the Basebuild Design Team, as well as any other consultants to confirm the following through Scheme and Technical design phases for the ICT and Security for the galleries and non-gallery space:
 - a. ICT requirements
 - b. Wi-Fi requirements and locations
 - c. Security requirements including, but not limited to, door access, CCTV and showcase alarms
3. Liaising with IWM, Exhibition Designers, Basebuild designers and any other consultant to provide the following through the Scheme and Technical design phases for the AV requirements for the galleries and non-gallery spaces
4. Work with the Exhibition Design Team's sound consultant to incorporate their designs for speakers and audio equipment
5. Advise on potential areas of sound spill between exhibits and work with acoustic engineer on mitigation techniques
6. Control room requirements: position, size, environmental conditions
7. Methodology of control – determination of PC positions
8. Data distribution
9. Switch on / off protocols and connection with any BMS including providing a solution for a single AV control for switch on/ off protocols to work with current gallery AV control systems
10. Manual override options for hard switch on/ switch off in the event of control system failure
11. Diagnostic / fault finding maintenance protocols
12. Any design relating to access requirements e.g. induction loops
13. Any design related to power protection, UPS etc.
14. Fire alarm interface and how the system is powered down / up after alarm
15. All necessary terminations front and back of house
16. Produce an AV and ICT hardware schedule which aligns with IWM's requirements
17. AV hardware components required for any visitor interfaces in the exhibition
18. Fully detailed AV Scheme drawings, including projector throw calculations, screen sizes etc.
19. A fully detailed AV cable schedule
20. Receive comment and feedback from IWM, the Basebuild and Exhibition design teams, and make any necessary revisions to the Scheme documentation
21. Ongoing liaison with the IWM, Basebuild and Exhibition design teams in order to develop a detailed design for each element
22. Provide accurate calculations for any projection throws / widths, hanging systems, live & ambient light clash, housing options to spec potential projectors (light source, lumens, lens type etc) required by exhibition designers and the Basebuild team, which may include obtaining accurate as built site dimensions. Any manufacturer recommendations should be removed for tender issue
23. Produce a detailed AV and ICT hardware schedule which aligns with IWM's requirements to

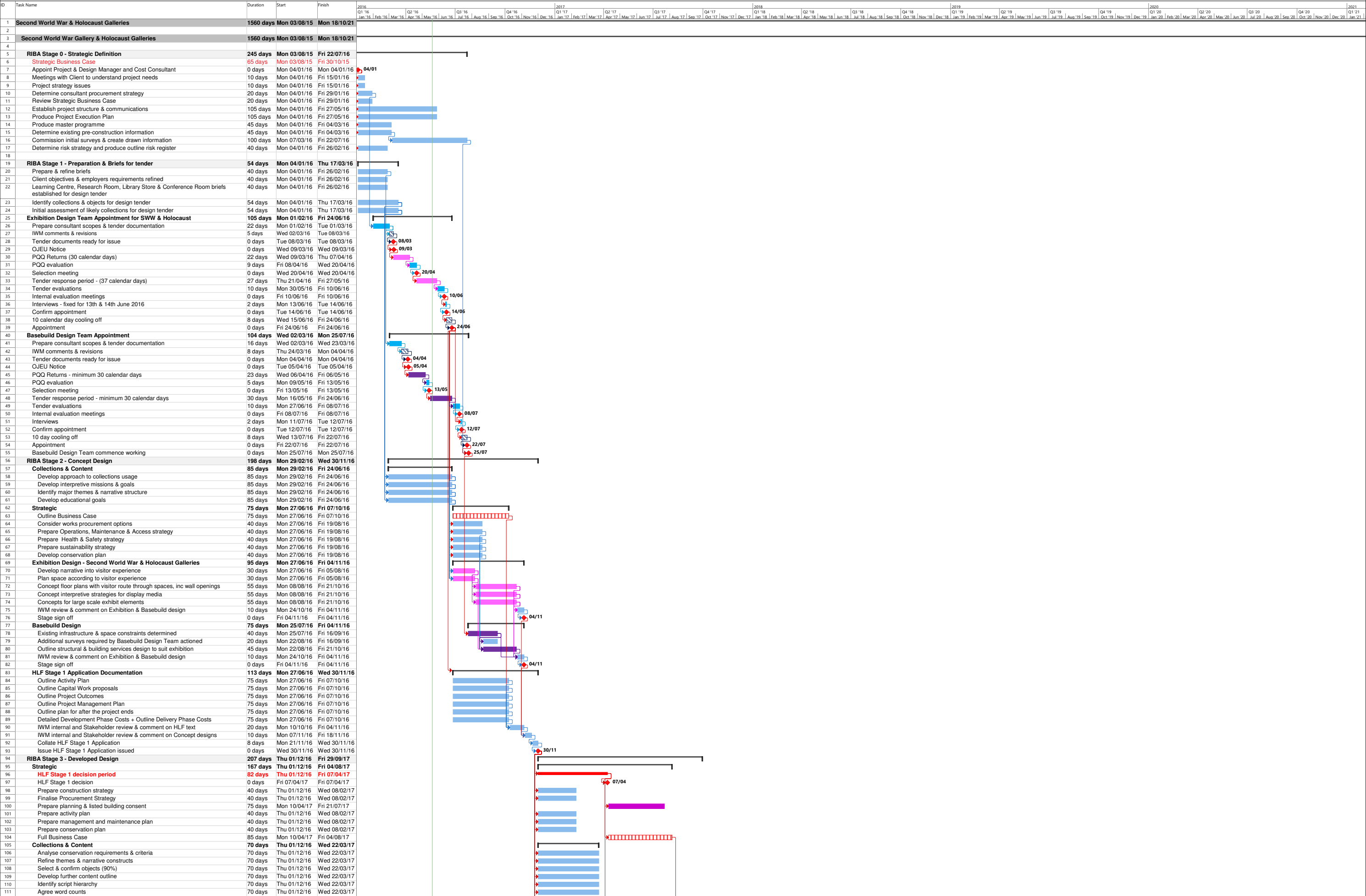
incorporate any revisions from any previous schedules

24. Produce costs for any AV and ICT hardware revisions, agree allowances & provisional sums for related elements e.g. speakers, projector mirrors, hanging rigs etc and value engineering, as necessary
25. Calculate likely final power consumption and heat gains from that hardware and provide details to the M&E designer
26. Provide advice on any local hardware and needs for heat venting in carcassing
27. Purchase any AV hardware required by others for checking of sizes, testing or working with software etc (cost of hardware to be agreed as determined) and postpone warranty period so that the items are included in the 12 month defects liability period from the point of Interim Project Completion
28. Liaise with any software designers to agree and provide any information they may require in order to write software programmes. ICT & AV Infrastructure and Hardware consultant to specify any hardware reliant programmes e.g. Dataton Watchout
29. Agree where package split occurs e.g. if show control elements of lighting, where does AV contractor role stop and electrician start
30. Draft and finalise specialist elements of the ICT and AV Hardware works tender documentation
31. Provide detailed equipment lists, cable schedules, drawings and the like for direct use in tender documentation

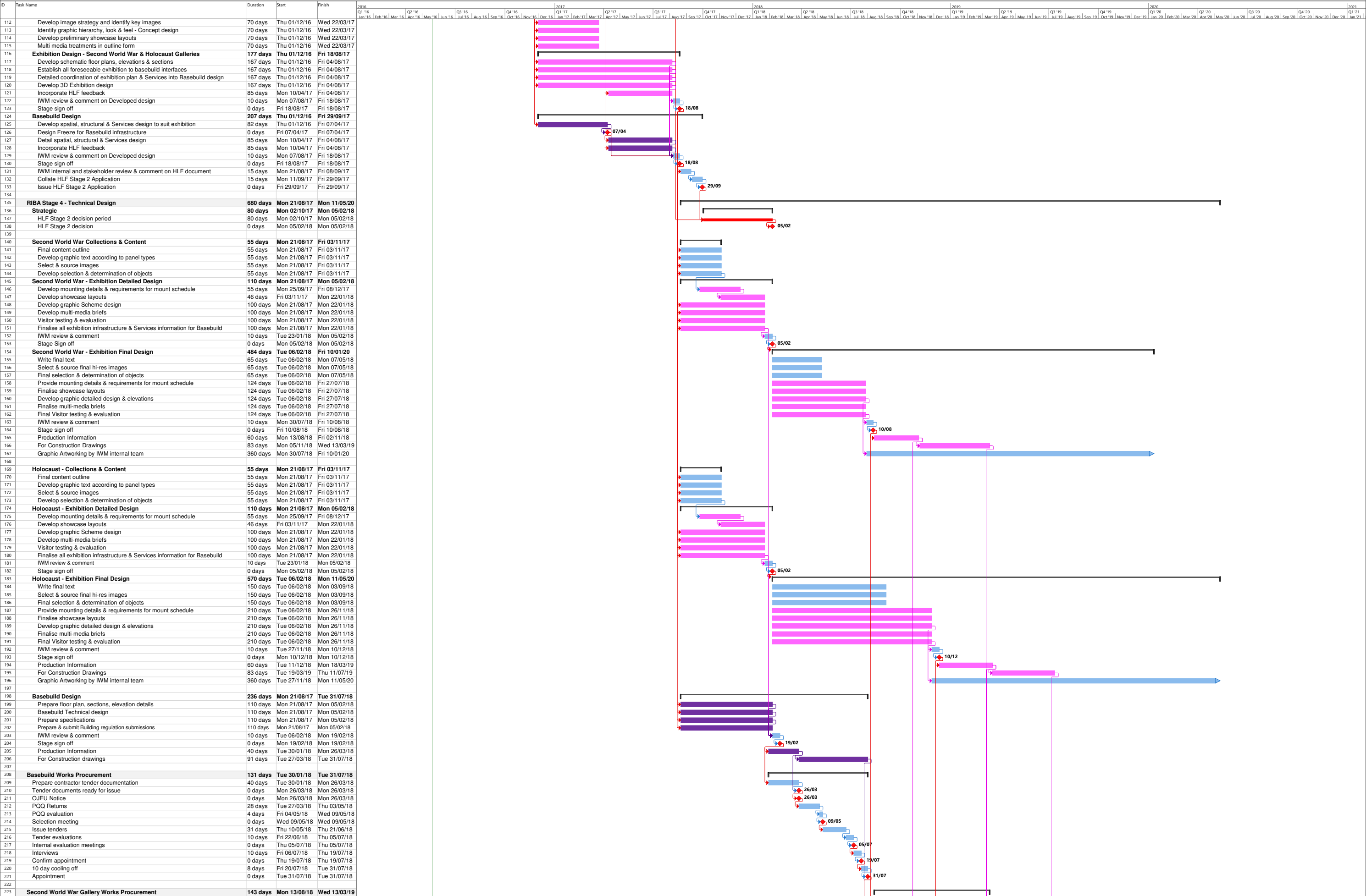
These services are to be provided for a single location below, however it is anticipated that a significant amount of the work can be carried out from the Consultant's base and with the Exhibition and Basebuild Designers (locations unknown at present).

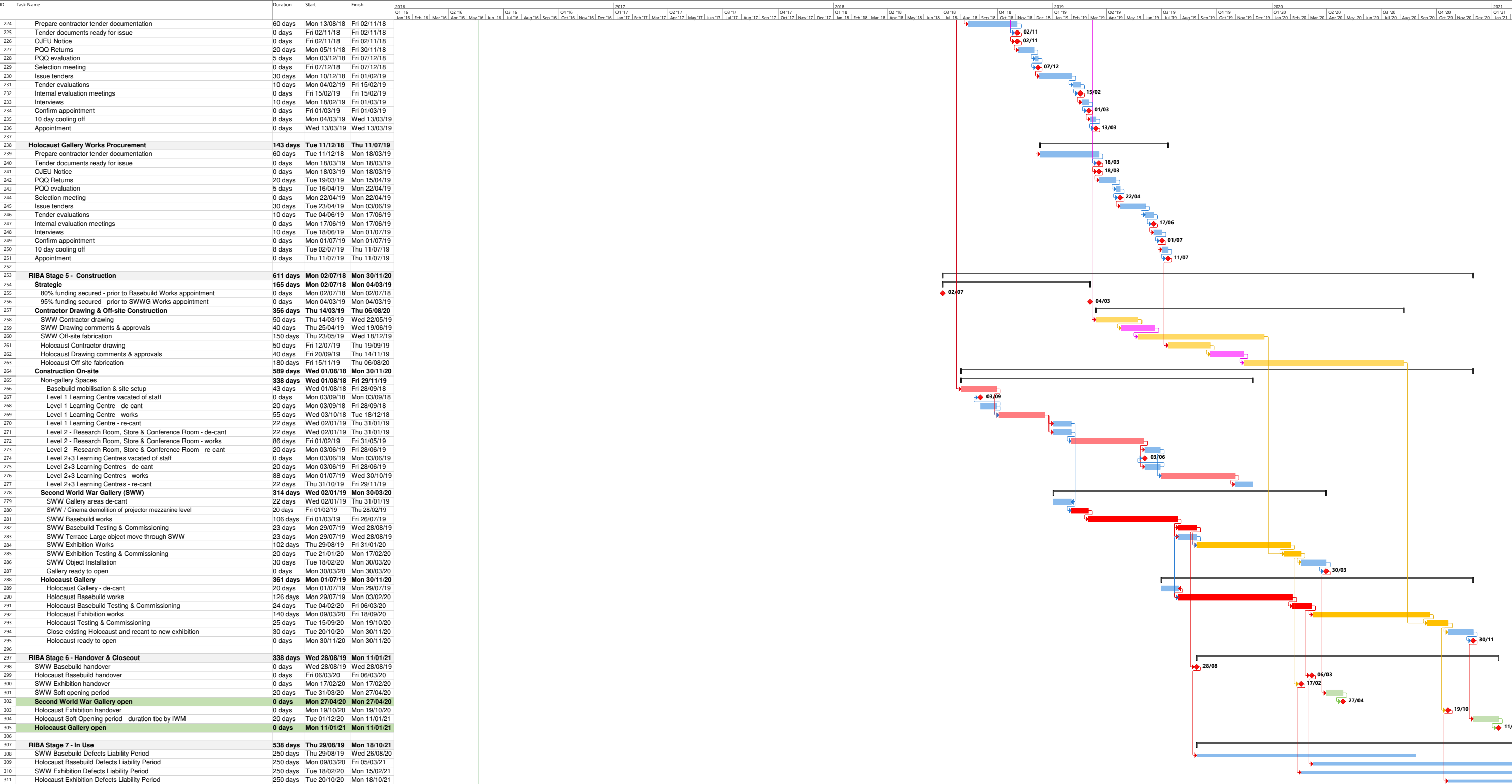
All travel from the Consultant's base to IWM and anywhere within the M25 should be included in the lump sum fee.

Section 3 - Programme



Imperial War Museums - Second World War & Holocaust Galleries Master Programme





Section 4 - Information regarding the Tender Submission

4.1 Purpose of tender process

The purpose of this tender process is to enable the selection of an experienced consultant who can work closely with the Project Team to provide the ICT & AV infrastructure and hardware consultancy services for all phases of the Project.

4.2 Lump Sum Fee

The fee offer is to be expressed as a Lump Sum Fee for the work.

These resource schedule required to be completed as part of the tender response will not form a contract document but will be carefully analysed as part of tender assessment and will be taken into account in the decision to award the contract.

4.3 Time charges

If additional services are required, following the appointment of the Consultant, it may be agreed to pay for these services on a time charge basis. Please include details of daily and hourly rates for: Partner/Director, Associate, and any other role as may be appropriate or relevant.

4.4 Expenses and travel

All expenses and travel from the ICT & AV Consultant's place of work to and from IWM London, and within the M25 are to be included in the Lump Sum Fee. All printing, copying, licences, couriers, telephone calls, and any other office related cost that is required by the Consultant to carry out their general day to day working on the project, are to be included in the Lump Sum Fee.

4.5 VAT

All fees and other charges are exclusive of Value Added Tax, the amount of which shall be invoiced by the Consultant and paid by IWM at the rate and in the manner prescribed by the law.

4.6 Tender Response items and marking:

Tenderers are required to provide the following elements, broken down into Cost and Quality based responses:

Cost Response:

- 1 submit their fee structure for the delivery of each phase of the project, as identified in Section 2 of this tender document, and complete the Confirmation of Fee Offer (Appendix 2); **[30 marks available]**
- 2 provide their proposed resource allocated to each phase of the project, based upon the proposed project programme by completing the 'TIWML_SWWG & THG_AV Consultant Resource Payment Schedule by design stage' **[10 marks available]**
- 3 submit their proposed draw-down schedule for the payment of the Fee;

Quality Response:

- 4 Experience – provide detail of two examples of previous experience of undertaking a similar role; provide CVs of the proposed management team. **[15 marks available]**
- 5 Provide a Project Approach & Methodology setting out how the Consultant will provide the services required throughout the working period, and also including detail on their approach towards creating a successful client/consultant relationship, method of working with the design teams, and your approach to the first six weeks if awarded the Contract. **[20 marks available]**
- 6 Briefly set out how would incorporate a Client's specific ICT / AV hardware requirements into an overall design. **[5 marks available]**
- 7 A written outline of the key risks to the role, including an understanding of the specific challenges and risks of this project working in a building with legacy building infrastructure and incomplete as built information. **[10 marks available]**
- 8 Overall Quality and Approach to the Tender – an assessment of the information provided; the tenderer's approach throughout the tender stage, and the quality of their tender. **[10 marks available]**

4.7 Criteria for selection

As a public organisation responsible for the expenditure of public monies, IWM seeks value for money in all its contracts. Keen pricing for this tender is anticipated and IWM will be seeking the most economically advantageous tender taking into account relevant experience and responses to Section 4.6. In order that IWM can judge submissions effectively, each tender will be marked as follows:

The overall marking split will be 60% of the marks attributed to the Quality element of the response, 40% of the marks to the Cost element.

The marks available have been identified at the end of each tender response item above, and are summarised as follows:

Quality: **60 marks**
Cost: **40 marks**

The interview will be an opportunity for the Client to clarify any elements of the tender response, and revise marks accordingly.

4.8 Evaluation and Scoring Guide

The following section provides guidance on the tender question response criteria for the Quality based questions in Section 4.6, and how responses will be marked:

Evaluation Criteria Guidance	% of marks available
Information clearly demonstrates the tenderers understanding of the scope and IWM's requirements. The tenderer responds to each part of the question in detail, and clearly demonstrates the organisation's approach that is both endemic to the company and way of working, is logical and appropriate, and that suits IWM way of working. The organisation's experience in the sector and understanding of an ICT & Exhibition AV design approach and working method should be self-evident.	75-100%

Information demonstrates a lesser understanding of the scope and IWM's requirements. The tenderer responds to each part of the question, and demonstrates the organisation's approach, but one that is less aligned to IWM way of working.	50-75%
Information demonstrates little understanding of the scope and IWM's requirements. The tenderer has not responded to each part of the question, and demonstrates an approach that is mostly generic and with little relevance to IWM way of working.	25-50%
No response or insufficient information provided	0-25%

4.9 Submission of Tenders

4.9.1 Tenders must answer all questions as raised, and provide all information requested in this tender pack, otherwise they will not be considered, and complete and return the Confirmation of Fee Offer (Appendix 2) and the Confidentiality Agreement (Appendix 3).

4.9.2 Tenderers should submit three hard copies of their tender and one copy on memory stick, in English, by no later than **10.00 on 4 July 2016:**

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

Tenderers must ensure that their submission arrives on time. We regret that tenders received after this deadline will not be considered.

4.9.3 If tenderers have any further questions they should be submitted in writing to IWM no later than seven working days before the tender submission date to sbourne@iwm.org.uk. IWM will endeavour to circulate all the questions and reply to all tenderers within two working days of receipt.

4.10 Interviews

4.10.1 All tenderers will be invited to attend an interview to discuss their tender, and these will be held at IWM London on **25 July 2016**.

4.10.2 Your team should include the main staff members (including the day-to-day contact) that have been nominated to undertake the project as stated in your tender.

4.10.3 IWM interview panel

The panel will consist of:

- Laura Wilkinson, Project Leader
- Simon Bourne, Head of Procurement and Compliance
- Ian Crawford, Chief Information Officer
- Jo Saull, AV Interpretation Manager
- Fraser Randall

4.11 **Unsuccessful tenderers**

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

4.12 **Tender Programme**

This tender is to be awarded under the following programme:

Issue Tenders	13 June 2016
Tender Returns	10.00 on 4 July 2016
Evaluations	4 – 12 July 2016
Interviews	25 July 2016
Award Date	26 July 2016
Contract Start Date	1 August 2016

Section 5 – Company Questionnaire

COMPANY QUESTIONNAIRE – ICT & AV Infrastructure and Hardware Consultant

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: Financial/Banking
18 Please attach one copy of your last three years of audited accounts. This must include both your Profit & Loss Accounts and your Balance Sheets.
19 If part of a group of companies, please attach one copy of their last three years of audited accounts. Again, to include Profit & Loss accounts and Balance Sheets.
Section 4: Policy/Procedures
20 If you are registered under BS5750/ISO 9000 or any other scheme, please provide a copy of your registration certificate and a summary of your Quality Management (QM) procedures.
21 Please provide copies of the following policies: <ul style="list-style-type: none"> • your outline health & safety policy • your outline environmental policy, inclusive of your sustainability policy • your training and diversity policy
22 Please complete the following with regards to your company's insurance policies: <p>Third Party/Public Liability (to £5m): Policy No: Expiry Date: Limit of Indemnity:</p> <p>Employers Liability (to £2m): Policy No: Expiry Date: Limit of Indemnity:</p> <p>Professional Liability (to £1m): Policy No: Expiry Date: Limit of Indemnity:</p> <p>Please include a copy of the insurance certificate for each policy.</p>
23 Have you been prosecuted under any relevant health & safety legislation in the last five years? If the answer is Yes, please provide details of the incidence and the outcome.
24 Have you been prosecuted under any relevant employment legislation in the last five years? If the answer is Yes, please provide details of the incidence and the outcome.
25 Do you have a Business Continuity Plan (BCP), or equivalently titled document? If so;

- 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?

Appendix 1: General conditions of contract

THIS CONTRACT is made on2016

BETWEEN:

1. **THE TRUSTEES OF THE IMPERIAL WAR MUSEUM** of Imperial War Museum, Lambeth Road, London SE1 6HZ, hereby referred to as "**IWM**"; and
2. **xxxx**, whose registered office is: x company registration no. x, hereby referred to as "**the Consultant**".

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

RECITAL

IWM wishes to appoint the Consultant to act as the ICT & AV Infrastructure and Hardware Consultant for the Phase 2a & b of the Transforming IWM London project as identified in this Contract under the terms and conditions set out in this Contract and the Consultant has agreed to so act for the Project.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Contract the following expressions shall have the following meanings:

"**CDM Regulations**" means the Construction (Design and Management) Regulations 2015.

"**Fee**" means the fee specified in Schedule 2 and payable to the Consultant in respect of the Services or any adjusted sum agreed under clause 5;

"**Consultant Material**" means all schedules, reports, calculations, correspondence and other documents (including any computer software developed by the Consultant used to generate them) prepared or provided by the Consultant;

"**IWM Material**" means all schedules, reports, calculations, correspondence and other documents prepared or provided by IWM to the Consultant;

"**Project**" means the Phase 2a & b of the Transforming IWM London: Second World War and the Holocaust Galleries at the Site;

"**Project Material**" means all schedules, reports, calculations, correspondence and other documents prepared or provided as a result of the work by the Consultant for or in connection with the Project;

"**Project Team**" means collectively the Consultant, and any consultants engaged by IWM in connection with the Project and notified in writing to the Consultant;

"**Scheme**" means the Scheme for Construction Contracts SI No. 649 of 1998 as amended by SI No. 2333 of 2011;

"**Schedule of Services**" or "**Services**" means the document contained in Schedule 3 identifying generally IWM's requirements in relation to the Project including those as to scope, cost and timing as the same may be amended from time to time in accordance with IWM's instructions;

"**Site**" means IWM London, Lambeth Road, London SE1 6HZ;

"**Background IPR**" means all Intellectual Property Rights excluding Foreground IPR, owned by either IWM or the Consultant 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 Materials or for using Foreground IPR in accordance with this Contract.

"Foreground IPR" means all Intellectual Property Rights in the Consultant Material, IWM Material and/or the Project Material arising as a direct result of and in the performance of this Contract.

"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.

"Third Party IPR" means Intellectual Property Rights, not owned by Parties subject to this Contract and any other consents or permissions acquired by the Consultant to fulfil the terms of the Contract.

2. THE CONSULTANT'S OBLIGATIONS

- 2.1.1 The Consultant shall provide the Services upon and subject to the terms of this Contract. The Consultant confirms that it has exercised and that it will continue to exercise in the performance of the Services and all duties hereunder the reasonable skill, care and diligence to be expected of a professional company holding himself out as having the competence, experience and resources necessary for the proper performance of such Services in connection with a project of a size, scope and complexity similar to that of the Project.
- 2.1.2 IWM appoints the Consultant to perform the Services in accordance with and subject to the terms of this Contract. However the Consultant shall not commence the Services or commence any Services without the prior written approval of IWM.
- 2.1.3 The Consultant shall comply at all times with IWM's reasonable instructions in relation to the Project.
- 2.1.4 The Consultant shall procure that all those for whom it is responsible, when employed within the boundaries of the Site, shall comply with such rules, regulations and requirements of IWM (including those relating to security arrangements) as may be in force for the conduct of personnel at the Site. Details of such rules, regulations and requirements will be provided, upon request.

3. THE BRIEF, COST PLAN AND PROGRAMME

- 3.1 The Consultant shall use the reasonable skill care and diligence referred to in clause 2.1 to comply with the Brief.
- 3.2 The Consultant shall use the reasonable skill care and diligence required by clause 2.1 to perform the Services in accordance with the Programme. If the Consultant is prevented or delayed in the performance of the whole or any part of the Services for any reason by the Project Team, by IWM and/or whether amounting to force majeure or otherwise), then the Consultant shall use all reasonable endeavours as soon as practicable to resume and expedite the performance of the Services so as to complete the same with all reasonable speed.
- 3.3 The Consultant shall use the reasonable skill, care and diligence required by clause 2.1 to perform the Services.

4. **HEALTH AND SAFETY AND THE STATUTORY REQUIREMENTS**

- 4.1 The Consultant shall carry out the Services in accordance with all applicable British Standards and with all the requirements of any directly applicable provision of the EEC Treaty or any EC regulation, any statutory enactment or any regulation, rule or order made pursuant thereto or any regulation or bye-law of any local authority or under and pursuant to any notices served under any such enactment, regulation, rule or order, regulation or bye-law.
- 4.2 The Consultant shall in the performance of the Services observe the requirements of any codes of practice, guidance notes and recommendations for the time being in force and approved by the Health and Safety Commission or published by the Health and Safety Executive or specified by IWM.

5. **VARIATION OF SERVICES**

- 5.1 IWM shall be entitled to instruct variations to the timing, programming, nature or scope of the Services (a "**Variation**") (including without limitation the omission of Services irrespective of whether the omitted Services are to be undertaken by another consultant or contractor engaged by IWM. If an instruction given by IWM constitutes a Variation, the Consultant shall forthwith and prior to performing such Variation give notice to IWM of the same. It is a condition precedent to the Consultant's right to payment under clause 11 that he shall notify IWM prior to commencing additional services, that he intends to seek additional payment and IWM has authorised these additional services and their costs.
- 5.2 The value of any Variation referred to in clause 5.1 shall be agreed as a lump sum between IWM and the Consultant or, failing agreement, shall be a sum calculated by IWM on the basis of any additional time reasonably and properly expended by the Consultant in performing such Variation calculated by IWM on a fair and reasonable basis. The giving of the notice referred to in clause 5.1 shall be a condition precedent to the Consultant's right to payment under this clause 5.2.
- 5.3 The value of any Variation which constitutes an omission shall be agreed between IWM and the Consultant or, failing agreement, shall be a reasonable sum calculated by IWM. The value of any such Variation shall be deducted from the Fee and the Fee instalments referred to in Schedule 2 shall be adjusted accordingly by IWM acting reasonably. The Consultant shall not be entitled to any payment in respect of loss of profit or opportunity or similar losses incurred by the Consultant due to any such Variation.
- 5.4 No additional fees or other additional payment shall be payable to the Consultant to the extent that they relate to additional work necessitated, in whole or in part, by any negligence, omission or default on the part of the Consultant, including without limitation any failure to comply with the notification requirements pursuant to this clause 5.

6. **THIRD PARTIES**

- 6.1 The Consultant acknowledges that IWM may enter into contracts with third parties in connection with the funding of the whole or part of the Project. The Consultant shall have due regard to the obligations owed by IWM to any such third parties under such contracts to the extent that IWM shall have notified the Consultant of them or provided the Consultant with copies of the same or of the relevant extracts

therefrom. If compliance with this clause 6.1 results in the Consultant needing to undertake additional services then this shall be deemed to be a Variation and clause 5 shall apply.

6.2 The Consultant shall, as and when reasonably requested to do so by IWM in writing:

- (a) supply information relating to the Project to; and
- (b) have due regard to any observations made by or on behalf of,

any of the third parties referred to in clause 6.1.

6.3 The Consultant shall so perform the Services as not to put IWM or the Consultant in breach of any of their respective obligations under this Contract.

6.4 The Parties hereby confirm that, notwithstanding any other provision of this Contract, nothing in this Contract is intended to confer on any person any right to enforce any term of this Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

7. THE CONSULTANT'S PERSONNEL

7.1 The persons named in Schedules 1 and 2 or any replacements of them in accordance with clause 7.3 shall carry out the functions respectively allocated to them. The person identified in Schedule 1 as the Director in charge shall direct and control the overall performance by the Consultant of the Services and such person or any replacement of him in accordance with clause 7.3 shall have full authority to act on behalf of the Consultant for all purposes in connection with this Contract.

7.2 The Consultant shall not remove the persons named in Schedule 1 or any replacements of any of them in accordance with clause 7.3 without the prior written consent of IWM which consent shall not be required in case of permanent incapacity, death, sickness or where such person leaves the employment of the Consultant. IWM shall be entitled to require the removal from the performance of the Services of any persons employed by the Consultant whose performance or conduct is, in the reasonable opinion of IWM, unsatisfactory.

7.3 If any of the persons named in Schedule 1 or any replacements of them in accordance with clause 7.3 are removed in accordance with clause 7.2, the Consultant shall replace such person with a person of at least the same experience and expertise whose identity shall be subject to the prior written approval of IWM, which approval shall not be unreasonably withheld or delayed.

7.4 IWM shall have the right (not to be exercised unreasonably or vexatiously) to require the Consultant, at no additional cost to IWM, to appoint additional persons to perform the Services if this is, in IWM's reasonable opinion, necessary for the proper performance of the Services.

7.5 The Consultant is responsible for ensuring that all their employees and any sub-contractors, agents etc. who are due to work at the Site, for longer than four weeks in duration in the delivery of the Contract, whether in a continuous period, or over the duration of the Contract, have been security vetted to Basic level, as defined by Disclosure Scotland¹.

¹ Please note that Disclosure Scotland is the agency that all security vetting providers will approach to undertake the security vetting.

- 7.6 For Consultants with a small employee base, IWM will be prepared to undertake the security clearance on behalf of the Consultant, provided that this is made known at the time of the appointment, and that this is agreed by IWM, and that the Consultant agrees to pay the administration charge of £41 per clearance, that IWM is charged for this service.
- 7.7 This requirement will apply to an employee who has not worked at an IWM branch, within the previous 12 months.
- 7.8 A minimum of 48 hours before any individual commences work on the Sites, the Consultant is required to complete and submit the Security Notification Form (see Appendix 4) to the Technical Security Manager at IWM London.
- 7.9 Upon arrival at the Site, each new employee must report individually to the Control Room with a copy of their certificate of proof of vetting, and some form of ID. IWM will note the details of the certificate of proof of vetting, but will not retain any documents.
- 7.10 IWM will accept a certificate of proof of vetting which is dated within 12 months of the date of their site commencement at IWM, although IWM reserves the right to request they are security vetted, at its discretion, which IWM agrees not to action unreasonably.
- 7.11 Failure to comply with this requirement could result in the employee not being granted access to IWM.

8. THE CONSULTANT'S AUTHORITY

- 8.1 The Consultant shall not, without the prior written approval of IWM:
- (a) make any amendment to the Schedule of Services;
 - (b) make any material alteration to or omission from the design of any part of the Project which has previously been approved or agreed by IWM;
 - (c) give any approval, or issue any instruction or do any other thing that would or might cause the period for completion of the Project and/or the commencement or completion dates to be varied; or
 - (d) enter into any contractual or other commitment on behalf of IWM other than those authorised pursuant to clause 8.1.
- 8.2 No approvals, comments or consents from IWM in connection with the Project shall in any way relieve the Consultant of its obligations under this Contract.

9. INSURANCE AND LIMIT ON LIABILITY

- 9.1 Without prejudice to its obligations, the Consultant shall effect and shall maintain for a period of 2 years from the date of the work:
- (a) a professional indemnity insurance policy with a limit of indemnity of not less than one million pounds (£1,000,000)
 - (b) a third party/public liability insurance policy with a limit of indemnity of not less than five million pounds (£5,000,000)

- (c) an employer's liability insurance policy with a limit of indemnity of not less than two million pounds (£2,000,000)

for any one occurrence or series of occurrences arising out of any one event (provided that such insurance such insurances may apply in the aggregate for all claims relating to pollution, contamination or asbestos) in respect of any negligence and/or breach of contract by the Consultant in the performance of the Services, provided always that such insurance is available in the market at reasonable premium rates. Such insurance shall be with a well-established insurance office or underwriter of repute.

- 9.1.1 Save in relation to death or personal injury the total liability of the Consultant under or in connection with this Contract whether in contract, in tort, in negligence, for breach of statutory duty or otherwise for any claim or series of claims arising out of the same occurrence or series of occurrences shall not exceed £1,000,000. No proceedings shall be commenced against the Consultant following the expiry of 2 years from the date of completion of the Services.
- 9.1.2 The Consultant is not responsible for advising on matters relating to asbestos, terrorism or pollution and contamination and the Consultant's liability for issues arising out of such matters is hereby excluded.
- 9.2 The Consultant shall immediately inform IWM if the insurance referred to in clause 9.1 ceases to be available at reasonable premium rates or if, for any other reason, the Consultant believes that it will be unable to maintain insurance, in order that the means of protecting each Party's respective position in respect of the Project in the absence of such insurance can be discussed.
- 9.3 As and when reasonably requested to do so by IWM, the Consultant shall produce for inspection documentary evidence to the reasonable satisfaction of IWM that the insurance referred to in clause 9.1 is being maintained.
- 9.4 Should the Consultant be in breach of any of the provisions of clause 9.1, IWM may insure against any risk with respect to which the breach shall have occurred and may deduct the sum or sums equivalent to the amount paid or payable in respect of premiums from any monies due or to become due to the Consultant under this Contract or recover the same as a debt.

10. IWM'S OBLIGATIONS

- 10.1 IWM shall, if so requested by the Consultant, supply to the Consultant in such reasonable time as not to delay or disrupt the performance by the Consultant of the Services, any necessary and relevant data and information in the possession of IWM or which may only be obtained by IWM.
- 10.2 IWM shall give, and shall procure the Project Team give, such assistance to the Consultant as shall reasonably be required by the Consultant in the performance of the Services.

11. PAYMENT

- 11.1 IWM shall pay to the Consultant for the performance of the Consultant's obligations in accordance with this Contract the Fee as agreed and contained in Schedule 1.

The Fee is inclusive of all fees, costs, expenses, disbursements and profits which may be incurred by the Consultant in connection with the Services.

- 11.2 The Fee shall be payable by the instalments set out in Schedule 1, provided that IWM shall be entitled to reschedule such instalments appropriately if at any time the amount of the Fee which would otherwise be due and payable does not correspond (as a proportion of the whole of the Fee) to the Services performed (as a proportion of the whole of the Services).
- 11.3 The Consultant shall submit to IWM invoices from time to time as and when any sums become due to the Consultant under this Contract. Such invoices shall show both sums due and all sums previously invoiced. Such invoices shall be supported by such evidence as may reasonably be required to prove that the sums shown on them are properly due and payable.
- 11.4 If IWM intends to pay less than the amount specified as due in any invoice submitted by the Consultant in accordance with clause 11.3, he shall give to the Consultant a notice of his intention to do so, specifying the sum that he considers to be due to the Consultant as at the date such notice is given and the basis on which such sum has been calculated. Such notice shall be given not later than three days before the final date for payment of each invoice under clause 11.5.
- 11.5 IWM shall pay the Consultant the amount specified as due in any invoice submitted by the Consultant in accordance with clause 11.3, or if less, the amount specified in IWM's notice under clause 11.4, on or before the final date for payment which shall be 30 days from receipt of invoices in accordance with clause 11.3.
- 11.6 IWM shall pay to the Consultant the total amount of value added tax properly chargeable on the supply to IWM of any goods or services under this Contract upon receipt of a tax invoice in accordance with regulations 13 and 14 of the Value Added Tax Regulations 1995 or any amendment or re-enactment thereof.
- 11.7 Where any amount due under this Contract is not paid in full by the final date for payment of each invoice under clause 11.5 and no effective notice is given under clause 11.4, the Consultant shall be entitled (without prejudice to any other right or remedy) to suspend performance of its obligations under this Contract by giving not less than seven days' notice to IWM stating the ground or grounds on which it is intended to suspend performance. The right to suspend performance shall cease when IWM makes payment in full of the amount due and any period during which performance is validly suspended pursuant to clause 11.7 shall be disregarded in computing the time taken by the Consultant to complete any of the Services affected by the suspension.
- 11.8 The Consultant shall ensure that the same terms and conditions as stated in clause 11, regarding payment of invoices, is included, verbatim, excluding the use of appropriate terminology, in any contract entered into by the Consultant, with any sub-consultant, supplier etc. in their fulfilment of this Contract.
- 11.9 Failure by the Consultant to fully comply with clause 11.8, will be considered a breach of the Contract, and subject to the remedies as identified in clause 14.

12. COPYRIGHT AND CONFIDENTIALITY

Consultant Material

- 12.1 Copyright in the Consultant Material shall remain vested in the Consultant, but the Consultant hereby grants to IWM an irrevocable, royalty-free, non-exclusive licence to copy and use the Consultant Material for any purpose whatsoever relating to the Project including, but without limitation, the construction, completion, reconstruction, reinstatement, modification, extension, maintenance, repair, mortgaging, letting, sale, promotion, advertisement or use of the Project. IWM shall be entitled to grant sub-licences to others in relation to the Consultant Material. The Consultant shall not be liable to IWM or any sub-licensee, for any use of the Consultant Material for any purpose other than that for which the same was prepared or provided by the Consultant.
- 12.2 The Consultant warrants that all Intellectual Property Rights in the Consultant Material is owned by the Consultant, or in the case of Third Party IPR is licensed to the Consultant for use in the Consultant Material, and that the Consultant Material does not infringe the Intellectual Property Rights of any third party.
- 12.3 The Consultant agrees that IWM shall have no liability and the Consultant shall 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 use of the Consultant Material, provided that:
- (a) the use of the Consultant Material has been in full compliance with the terms and conditions of this Contract;
 - (b) IWM provides the Consultant with prompt notice of any such claim or threat of claim;
 - (c) The Consultant has sole and complete control over the defence or settlement of such claim.

IWM Material

- 12.4 Copyright in IWM Material shall remain vested in IWM, but IWM hereby grants the Consultant a revocable, royalty-free, non-exclusive licence to copy and use IWM Material for any purpose whatsoever relating to the Project only. The Consultant shall be entitled to grant sub-licences to others in relation to IWM Material, only in relation to any purpose relating to the Project. IWM shall not be liable to the Consultant or any sub-licensee, for any use of IWM Material for any purpose other than that for which the same was prepared or provided to the Consultant.
- 12.5 IWM warrants that all Intellectual Property Rights in IWM Material is owned by IWM, or in the case of Third Party IPR is licensed to IWM for use in IWM Material, and that IWM Material does not infringe the Intellectual Property Rights of any third party.
- 12.6 IWM agrees that the Consultant shall have no liability and IWM shall defend and hold the Consultant harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Consultant in defending against any third-party claim of Intellectual Property Rights infringements or threats of claims thereof with respect of the Consultant's use of IWM Material, provided that:
- (a) the use of IWM Material has been in full compliance with the terms and conditions of this Contract;
 - (b) the Consultant provides IWM with prompt notice of any such claim or threat of claim;

- (c) IWM has sole and complete control over the defence or settlement of such claim.

Project Material

- 12.7 Both Parties warrants that all Intellectual Property Rights in the Project Material is owned by the Party responsible for the development of the Project Material, or in the case of Third Party IPR is licensed for use in the Project Material, and that the Project Material does not infringe the Intellectual Property Rights of any third party.
- 12.8 In respect of Project Material, the Party responsible for the development of the Project material ("**the Draftee**") agrees that the other Party ("**the Recipient**") shall have no liability and the Draftee shall defend and hold the Recipient harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Recipient in defending against any third-party claim of Intellectual Property Rights infringements or threats of claims thereof with respect of the Recipient's use of the Project Material, provided that:
 - (a) the use of the Project Material has been in full compliance with the terms and conditions of this Contract;
 - (b) the Recipient provides the Draftee with prompt notice of any such claim or threat of claim;
 - (c) the Draftee has sole and complete control over the defence or settlement of such claim.
- 12.9 The Consultant shall not during its engagement hereunder (save to essential employees in the proper course of their duties), or at any time after its expiry or termination for any reason disclose to any person any information relating to this Contract or the Project (including but without limitation the identity of any potential purchaser or tenant of the Project or part thereof) unless and until such information becomes public knowledge through no fault of the Consultant. The Consultant shall use reasonable endeavours to ensure that any persons having access to such information are aware of these obligations.
- 12.10 The Consultant shall not, without the prior written approval of IWM (not to be unreasonably withheld or delayed), take or permit to be taken any photographs of the Project for use in any publicity or advertising or publish alone or in conjunction with any other person, any articles, photographs or other illustrations relating to the Project or any part thereof. The Consultant shall not without the approval of IWM (not to be unreasonably withheld or delayed) impart to any publication, journal or newspaper or any radio or television programme any information regarding the Project.
- 12.11 IWM shall, wherever in its discretion it considers the same to be appropriate, endeavour to identify the Consultant as being the author of the Consultant Material, and the Project Material.

13. ASSIGNMENT AND SUB-CONTRACTING

- 13.1 The Consultant shall not, without the prior written consent of IWM, assign, transfer or sub-contract to any person the performance of any of the Services or all or any of its rights or obligations under or pursuant to this Contract.
- 13.2 The Consultant hereby consents to any assignment or transfer by IWM at any time of all or any of its rights under or pursuant to this Contract subject to the number of

assignments being limited to twice (with any further assignment subject to the Consultant's consent, such consent not to be unreasonably withheld or delayed) and the Consultant being subsequently notified of such assignment and provided always that the other consultant's appointments are similarly and contemporaneously assigned or transferred.

- 13.3 Subject to clause 13.2 IWM may not, without the prior written consent of the Consultant, such consent not to be unreasonably withheld or delayed, assign or transfer any obligation under this Contract.

14. TERMINATION AND SUSPENSION

- 14.1 IWM may terminate or suspend the Consultant 's engagement under this Contract at any time forthwith by notice in writing to the Consultant.
- 14.2 If either Party shall be in material or persistent breach of its obligations under this Contract and shall fail to remedy the same within ten working days of receiving a notice from the other Party specifying the breach and requiring its remedy, then the initiating Party shall be entitled forthwith by notice in writing to other Party to terminate its engagement under this Contract.
- 14.3 If, following a suspension of the Services under clause 14.1, IWM shall not have required the Consultant to resume performance of the Services under clause 14.6 within six calendar months of the date of the suspension, then the Consultant may thereafter forthwith by notice in writing to IWM terminate its engagement under this Contract.
- 14.4 Upon any termination or suspension of the Consultant 's engagement under this Contract, the Consultant shall take immediate steps to bring to an end the Services in an orderly manner, but with all reasonable speed and economy. The Consultant shall also deliver to IWM within ten working days of any such termination or suspension all of the IWM and Project Material prepared by or in the course of preparation by the Consultant or in the Consultant 's possession relating to the Project.
- 14.5 Without prejudice to IWM's rights in respect of any breach by the Consultant of its obligations under this Contract, IWM shall in accordance with clause 11, pay to the Consultant any sums which have accrued due to the Consultant up to the date of termination or suspension, commensurate with the Services properly performed up to the date of termination or suspension. No termination or suspension of the Consultant 's engagement under this Contract shall render IWM liable to the Consultant for any claim for loss of profit, loss of fees or other similar losses.
- 14.6 Following a suspension of the Services under clause 14.1, IWM may at any time require the Consultant to resume the performance of the Services in accordance with this Contract and any payments made under clause 14.5 shall be treated as payments on account of the Fee.

15. GENERAL

- 15.1 The addresses for service of the Parties shall be those set out in Schedule 1 or subsequently notified in accordance with this clause 15.1. Any notice required to be given by either Party shall be in writing and service shall be affected either:

- (a) personally, in which case service shall be deemed effective on delivery; or
- (b) by pre-paid recorded delivery post, in which case service shall be deemed effective two working days after the day after posting.

15.2.1 The Consultant 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 or forbearing to do; or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for IWM's service or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the service of IWM, or;
- (b) enter into this Contract in connection with which commission has been paid or has been agreed to be paid by the Consultant, or on the Consultant's behalf or to the Consultant's knowledge, unless before entering into the Contract it disclosed the particulars of any such commission and of the terms and conditions of any Contract for the payment thereof in writing to IWM.

15.2.2 Any breach of this clause by the Consultant or by anyone employed by the Consultant acting on the Consultant's behalf (whether with or without the knowledge of the Consultant) or by anyone employed by them or acting on their behalf under the Bribery Act 2010, the Prevention of Corruption Acts, 1889 to 1916, or any updated or related legislation, in relation to this Contract for IWM's service shall entitle IWM to determine the Consultant's appointment under this Contract and recover from the Consultant the amount of any loss resulting from such determination and/or to recover from the Consultant the amount or value of any such gift, consideration or commission.

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

- (a) the interpretation of this clause (except so far as the same may relate to the amount recoverable from the Consultant pursuant to 15.2.2, in respect of any loss resulting from such determination of the Consultant's appointment under this Contract), or;
- (b) the right of IWM to determine the Consultant's appointment under this Contract; or
- (c) the amount or value of any such gift, consideration or commission,

the decision of IWM shall be final and conclusive.

15.3 The Consultant acknowledges that IWM is subject to the requirements of the Freedom of Information Act ("**FOIA**") and the Environmental Information Regulations ("**EIRs**"). The Consultant shall, at its own expense, assist and cooperate with IWM to enable IWM to comply with its information disclosure obligations.

15.4 Where the Consultant holds on behalf of IWM information that is subject to the FOIA and EIR, the Consultant shall and shall procure that its sub-contractors shall:

- (a) transfer any request for information received by the Consultant to IWM as soon as practicable after receipt and in any event within two working days of receiving a request for information;

- (b) provide IWM with a copy of all information in its possession, or power in the form that IWM requires within five Working Days (or such other period as IWM may specify) of IWM's request; and,
 - (c) provide all necessary assistance, as reasonably requested by IWM to enable IWM to respond to the request for information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the EIRs.
- 15.5 IWM shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIRs.
- 15.6 The Consultant shall only respond to a request for information unless this has been submitted by a nominated representative of IWM.
- 15.7 The Consultant acknowledges that IWM may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the EIRs to disclose information concerning the Consultant or the Services in certain circumstances:
 - (a) without consulting the Consultant; or
 - (b) following consultation with the Consultant and having taken their views into account,

provided always that where 15.7(a) applies IWM shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Consultant advanced notice, or failing that, to draw the disclosure to the Consultant's attention after any such disclosure.
- 15.8 The Consultant shall ensure that all Information is retained for disclosure and shall permit IWM to inspect such records as requested from time to time.
- 15.9 Any dispute or difference arising under or in connection with this Contract may be referred to adjudication in accordance with the following provisions:
 - (a) the Scheme shall apply;
 - (b) the Adjudicator shall be a person as may be appointed from time to time under clause 15.9 to act as Adjudicator in place of the Adjudicator so appointed;
 - (c) the Adjudicator's decision is binding until the dispute or difference is finally determined by the courts;
 - (d) the Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith, and any employee or agent of the Adjudicator is similarly protected;
 - (e) if the Adjudicator fails to give his decision in accordance with the provisions of paragraph 20 of the Scheme for Construction Contracts, all disputes or differences shall be referred to and settled by a person to be appointed in accordance with the provisions of paragraph 2(1)(b) of the Scheme by the Royal Institution of Chartered Surveyors;
 - (f) notwithstanding the fact that the Adjudicator may have acted or may be acting as adjudicator in relation to a dispute or difference that raises issues which are substantially the same as, or connected with issues raised in any dispute or difference referred to the Adjudicator under this

Contract, neither IWM nor the Consultant shall object to the Adjudicator adjudicating on the dispute or difference referred to him under this Contract.

- 15.10 Disputes and differences between the Parties arising out of or in relation to this Contract shall, subject to clause 15.9, be referred to the exclusive jurisdiction of the English courts. This Contract shall be governed by and construed in accordance with English law.
- 15.11 This Contract supersedes any previous contracts between the Parties in respect of the Services. Notwithstanding the date of this Contract, the Consultant's engagement hereunder shall take effect from the date when the Consultant first commenced performance of the Services in respect of the Project.
- 15.12 No variation in the terms of this Contract after the date hereof shall be effective unless contained in a written memorandum signed by the Parties.
- 15.13 Any reference to a statute or section of a statute includes any statutory amendment or modification or re-enactment of it for the time being in force and every instrument order notice direction regulation bye-law permission or condition being made or issued under it or deriving validity from it from time to time.
- 15.14 For the purposes of this Contract, where an act is required to be done within a specified period or from a specified date, the period begins immediately after that date. Where the period would include Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in England and Wales, that day should be excluded.
- 15.15 Neither Party shall be liable for any failure or delay in performing any of its obligations hereunder if such failure or delay is caused by the occurrence of an event of force majeure.
- 15.16 No whole or partial waiver of any breach of this Contract shall be held to be a waiver of any other or any subsequent breach. The whole or partial failure of either party to enforce at any time the provisions within this Contract shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Contract or any part of it, or the right of either Party to enforce subsequently each and every provision.
- 15.17 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.
- 15.18 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, contract and other arrangements, written or oral.
- 15.19 The Parties hereto are independent organisations, and nothing herein contained shall constitute to create a partnership, agency or joint venture between the Parties.

16. **ANTI-BRIBERY**

- 16.1 The Consultant 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.
- 16.2 The Consultant hereby declares that:
- (a) its members, officers, owners or employees are not public officials;
 - (b) 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-consultant, consultant, agent or representative in connection with this Contract without a documented examination of his person, reputation and integrity, and;
 - (c) it will not employ any sub-consultant, 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.
- 16.3 IWM may immediately terminate this Contract if the Consultant violates any of the anti-corruption laws and the provisions as defined in this clause.
- 16.4 The Consultant 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).
- 16.5 The Consultant represents that:
- (a) he or she or, as the case may be, the authorised representatives of the Consultant 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;
 - (b) he/she/they will disclose any such appointment immediately to IWM, and;
 - (c) such appointment may result in the termination of the Contract.
- 16.6 The Consultant agrees that all payments made to the Consultant 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 Consultant at a financial institution within the United Kingdom.
- 16.7 The Consultant 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 Consultant for compliance with any applicable anti-bribery laws and that the Consultant will cooperate fully in any such audit.
- 16.8 The Consultant'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 Consultant will surrender any claim

for payment under the Contract including payment for services previously performed.

- 16.9 IWM may also terminate the Contract or suspend or withhold payment if it has a good faith belief that the Consultant 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 Consultant of the Contract under this clause, and the Consultant will hold IWM harmless against any such claims, losses or damages.

**Signed on behalf of the Trustees of
the Imperial War Museums**

Signed

Print

Title

Date

Signed by the Consultant

Signed

Print

Title

Date

Variation Notice

VARIATION TO CONTRACT

Contract Title: ICT & AV Infrastructure and Hardware Consultant: Second World War and Holocaust Projects: Transforming IWM London

Contract Ref: IWM/Reg/1511

Variation no:

Date:

Between:

The Trustees of the Imperial War Museum (hereinafter called "**IWM**") and xxxx
(hereinafter called "**the Consultant**")

1. The Contract is varied as follows:

Details of Variation:

.

Variation effective from:

2. Words and expressions in this Variation shall have the meaning given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: **IWM**

For: **Consultant**

By:

By:

Full Name:

Full Name:

Position:

Position:



APPENDIX 2 CONFIRMATION OF FEE OFFER

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

Dear Sirs,

Tender – (Contract No: IWM/Reg/1511)

I/We having read the tender documentation issued in relation to the above tender, do hereby confirm that the fee for the delivery of the Services is:

Fee (written):

Fee (numerical):

All Fees are exclusive of VAT.

I/We undertake in the event of your acceptance to execute with you a Contract upon the terms and conditions of contract as included within IWM's tender documentation.

I/We understand that IWM does not bind itself to accept the lowest or any tender and that neither he, nor his professional advisors, are responsible for paying the tendering costs incurred by the lowest of any tenderer.

I/We agree that this Tender remain open for consideration by IWM until 30 September 2016.

Sign:

Name:

Date:

In the capacity of:

Name of Company:



Appendix 3 – Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

To: Head of Procurement & Project Management, IWM

Contract No	IWM/Reg/1511
Contract Title:	ICT & AV Infrastructure and Hardware Consultant: Transforming IWM London Phase 2a&b

- 1 In consideration of IWM supplying information relating to the **ICT & AV Infrastructure and Hardware Consultant: Transforming IWM London Phase 2a&b** (“the Confidential Information”) solely for the purpose of enabling us to develop a Contract (“the Permitted Use”), we hereby confirm to you that we shall exercise all reasonable skill and care (without prejudice to any rights which we may have at law in connections with the Confidential Information) that we agree that:
- (a) we shall hold the Confidential Information at all times in strict confidence and under conditions of secrecy, and we shall take all necessary steps to preserve confidentiality;
 - (b) we shall disclose the Confidential Information only to our directors, officers and employees as is strictly necessary for evaluating the Confidential Information and we shall procure that such persons are aware of and shall comply with the terms of this Confidentiality Agreement and we shall be responsible for any breaches by such persons;
 - (c) we shall not use the Confidential Information for any purpose other than the Permitted Use;
 - (d) we may only disclose the Confidential Information, without prior consent, to any third party, to enable the facilitation of the scope of works of this Confidentiality Agreement (including for the purposes of consulting legal/insurance advisors);
 - (e) we shall not mix, add, merge, combine, store or amalgamate (including without limitation store on or add to hard or soft disk) any of the Confidential Information with any other information, material or intellectual property except for the Permitted Use. In the event of any mixture, merger, addition, combination, storage or amalgamation of the Confidential Information contrary to the terms of this Confidentiality Agreement, then the product of such process shall become your exclusive property;
 - (f) we shall upon your oral or written request at any time return to you forthwith by such means as you may specify all Confidential Information supplied to us, all material prepared by us which uses or incorporates any of the Confidential Information, any material on which any such information is recorded or stored and all copies thereof and all such information on hard disk upon shall be irretrievably and permanently erased and any soft disk upon which such information is stored or recorded shall be delivered and become your property;
 - (g) we shall not make any statement or announcement to any customers, representatives of the Press, competitors or any third parties about any arrangements contemplated between us without your prior written consent; and
 - (h) we confirm that the expression “**Confidential Information**” includes all such information (if any) relating to the idea described above as we may have disclosed to you already.

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

Signed on behalf of (insert your company name):

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

[illegible]

Signed	
Name	
Job Title	
Date	

ICT & AV Infrastructure and Hardware Consultant Scope