## IWM Logo_Turquoise

#### Tender Documentation

**Contract No.**

**IWM/FM/1701**

**Framework Agreement:**

**Project Management/Contracts Administrator**

## Tender Submission Return Date:

##  27th September 2017

**Schedule 1 – Contract Conditions**

1.0 **Introduction to Imperial War Museums**

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

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

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

IWM’s five branches are:

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

Each Branch provides a comprehensive range of permanent and temporary exhibitions consisting of exhibits from the permanent collections integrated with audio-visual interactive displays.

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

1.2 IWM is a non–departmental public body (NDPB) overseen by a Board of Trustees and its Chairman. Its sponsor department is the Department of Culture, Media & Sport (DCMS).

1.3 Further information about IWM and all of our branches can be obtained from our website on [www.iwm.org.uk](http://www.iwm.org.uk).

1.4 IWM is an exempt charity under the terms of the Charities Act 1993 Schedule 2 (u) and (w), and therefore IWM does not have a Charity Registration No.

2.0 **Contract Requirements**

2.1 This Contract covers the appointment under a framework agreement of:

* Lot 1 – Project Management services
* Lot 2 – Contract Administrator services

2.2 The framework covers the appointment of a Project manager/Contract Administrator to assist the Facilities Management department, as applicable, to assist with their delivery of a small works programme across the whole of IWM’s estate (IWM London; HMS *Belfast*, Churchill War Rooms, IWM Duxford and IWM North).

2.3 Tenderers are to submit their tenders based upon their delivery of either Lot 1 or Lot 2 services, or the provision of both Lots. Tenderers are to ensure that they make it clear within their tender submission, which Lots are being bid for.

2.4 The framework agreement will be awarded for a period two years from 2017 to 2019 with an option to extend for one further year in to 2020.

2.5 The following represents the type of small works projects covered by this framework, although IWM makes no guarantees that the project management/contracts administrator services are required for any of these projects, and that the overall works programme is subject to amendment, in all ways, and the inclusion of this information is no form of commitment by IWM.

|  |  |
| --- | --- |
| **Title** | **Budget** |
|  |  |
| Duxford B130/B44 Roofing | £28,000 |
| Duxford H3 Roof | £18,600 |
| Duxford H4/H5 External Repairs | £20,000 |
| Duxford B59 Refurbishment | £70,000 |
| Dux B424 Visitor Centre Toilets Refurbishment | £70,000 |
| Dux B424 Visitor Centre Toilets Light Electrical |  |
| HMS *Belfast* Toilets | £100,000 |
| HMS *Belfast* Heating – Design only | £20,000 |
| HMS *Belfast* Freshwater Survey | £20,000 |
| Duxford Beacon Tower - Scaffold | £10,000 |
| Duxford Beacon Tower – Concrete Works | £10,000 |

The Framework itself is intended to support the IWM Facilities Management area on varied projects as and when they arise (examples of this year’s project work listed above). There is not a guaranteed level of volume, but on average spend in the FM area has exceeded £800K on project work over the past two years. There maybe also opportunities across the IWM branches and in particular the Exhibitions Areas.

3.0 **Management of Contract**

3.1 The framework will be awarded on the basis that a maximum of three providers will be awarded to both Lots, whether a provider is allocated to both Lots or one. Within each Lot we select a preferred provider who will submit to a requirement under this framework for the service within that Lot, will be approached by IWM with the scope of the commission and the provider will be required to submit their cost fee and proposal based upon their cost table as per their tender and their contract. The preferred provider will be entitled not to accept the commission and in this scenario, IWM will then approach the second preferred supplier and subsequently to the third and final service provider on the framework,

 The preferred supplier means the supplier who scores the highest at the initial tender evaluation for each lot. This means that they will get priority over the other successful suppliers should their bid be accepted for IWM’s requirement in question.

 IWM retains the right to not accept the commission fee from any of the preferred service providers if they feel that the proposals is not justified based upon their contract fee submissions.

 If all three service providers decline the commission, IWM will look outside the framework for an appointment, Failure to accept a commission offered, will not affect the process for the next commission to be awarded under this framework.

3.2 Although the Contract covers a three year period, if a Service Provider fails to provide the quality of performance for any one project, then their appointment under the framework contract will be terminated with immediate effect.

3.3 Upon appointment, each of the preferred Service Providers will be required to sign a Contract of appointment based upon the terms of contract and subject to the costs agreed, which will act as the basis of all future appointments.

3.4 For each individual project, the Service Provider will be issued with an IWM Purchase Order, which will clarify the costs associated with the award for that project, and records any changes in requirement for that specific project.

3.5 Upon the completion of each project, IWM will review the overall performance of the Service Provider in the delivery of their services against the indicated service levels, whether as indicated in the main contract or as a specific requirement as listed against the specific Purchase Order.

3.6 In the event that the Service Provider fails to deliver on the required standards during the delivery of the fulfilment of their duties, the standard conditions of termination will apply. In the event that IWM has to invoke the termination clause under such circumstances, the remainder of their Contract will automatically be cancelled.

3.7 IWM retains the right to amend/reduce the project programme for the remainder of the contract period, and any such changes do not affect the liability of the Service Provider.

4.0 **Service Level Agreement**

 Upon the completion of each project, IWM will review the overall performance of the Service Provider, against the following criteria:

* the quality and scope of coverage of the relevant documentation provided;
* attendance and a proactive presence at all required meetings;
* that all deadlines required for the submission of documentation etc. were hit and the work of the Service Provider did not lead to any delay in project delivery;
* the final fee invoiced is based upon the initial contract fee agreed (based upon table at Schedule 3 Section 1)and any subsequent amendments); and
* the Service Provider has liaised with IWM throughout the project, and kept IWM informed of any issues that could affect project delivery.

IWM will advise the Service Provider of their performance after each project, and will either advise of any criterion where they have not achieved the required standard, and will expect the Service Provider to achieve the required standard on the next project. However, if the Service Provider fails to fulfil the majority of these criteria, then IWM reserves the right to terminate the Contract. However, should IWM decide not to terminate the Contract in such circumstances, this does not mean that such levels of performance are considered as acceptable by IWM, and may result in termination should they be repeated.

4.0 **Expenses**

All fees should be charged at the agreed daily rate plus the rates fixed for Travel and Subsistence (detailed under Schedule 3 (and point 1.5) – Tender Information).

5.0 **Invoices**

5.1 The framework for the payment of invoices against this Contract is to be agreed after discussion between IWM and the Service Provider.

5.2 All invoices are to be forwarded directly to:

Department of Finance

IWM London

Lambeth Road

London

SE1 6HZ

5.3 All invoices must quote IWM Purchase Order No, otherwise payment may be delayed.

5.4 All invoices are to be paid within 30 days of their receipt.

**Schedule 2 – Scope of Service Specification**

**Lot 1 – Project Manager**

The general scope of the duties for the Project Management role are:

The activities to be undertaken within the Project Manager role will typically include, inter alia:

* Identifying needs and developing the client brief
* leading and managing project teams
* Identifying and managing project risks
* Establishing communication and management protocols
* Managing the feasibility and strategy stages
* Establishing the project budget and project programme
* Coordinating legal and other regulatory consents
* Advising the selection/appointment of the project team
* Managing the integration and flow of design information
* Managing the preparation of design and construction programmes/schedules and

critical path networks

* Advising on alternative procurement strategies
* Advising on risk management strategy
* Conducting tender evaluation and contractor selection
* Establishing time, cost, quality and function control benchmarks
* Controlling, monitoring and reporting on project progress; and
* Administering consultant appointments and construction contracts.
* Engage with various stakeholder departments within the client organisation such as user

groups, facilities management, IT, security, catering, HR, legal, finance, etc. and obtain

their requirements as well as undertaking a more wider external stakeholder engagement

and management role.

* Required to undertake the role of employers’ agent (EA) under design and build contracts, or the role of the engineer under FIDIC forms, they should pay careful attention to understanding the situations where they may act in a partisan manner on behalf of the client, complying with his or her instructions and exercising little or no discretion and where they must act impartially between the client and the contractor. Project managers undertaking such roles are to keep up to date with changes in legislation or the results of cases, to ensure that they are aware of their responsibilities.

**Lot 2 – Contracts Administrator**

The general scope of the duties for the Contracts Administrator role are:

* Operate as the Contract Administrator for the purposes of discrete work packages issued by IWM on a task by task basis and perform the duties contained therein.
* Preparation and issue of contract documents.
* Manage and co-ordinate the work described within each tasking form, work alongside various IWM teams (predominantly the FM team) to achieve the project objectives, monitor progress thereof and advise and report to the FM Team Leader of any potential issues pertaining to the works in question.
* Establish and manage an appropriate change control system.
* Review the scopes of services within each tasking document to ensure they are adequately coordinated such that there are no deficiencies, discrepancies or omissions that may impact on the completion of the Project. Identify any amendments to such scopes of services and advise accordingly.
* Liaise with the FM Team Leader and establish a structure and procedure for the programme of works within the tasking form. Establish review, approval, variation and reporting procedures. Prepare recommendations for the TM Team Leader’s approval.
* Monitor output against the works and if the works are not being achieved, instigate and agree with the FM Team Leader mitigation strategies as may be appropriate to ensure that overall progress is maintained.
* Assess the impact on the works and of any changes when they first occur and advise the FM Team Leader accordingly.
* Advise and assist the Building Team Leader with regard to the settlement of disputes.
* Maintain and manage a project risk register and issue log.

**Schedule 3 – Tender Information**

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

1.0 **Costs**

1.1 Tenderers are asked to complete the following table to indicate their percentage fee based upon the project costs as shown, for each of Lots that are covered under their bid..

 Lot 1 – Project Management

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Project Cost | Percentage Fee (%) | Minimum Fee | Meetings(3 No.) | Fee for additional site meeting/inspections |
| Up to £20,000 |  |  |  |  |
| £20,001 - £40,000 |  |  |  |  |
| £40,001 - £60,000 |  |  |  |  |
| £60,001 - £100,000 |  |  |  |  |
| £100,001 - £200,000 |  |  |  |  |

 Lot 2 – Contracts Administration

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Project Cost | Percentage Fee (%) | Minimum Fee | Meetings(3 No.) | Fee for additional site meeting/inspections |
| Up to £20,000 |  |  |  |  |
| £20,001 - £40,000 |  |  |  |  |
| £40,001 - £60,000 |  |  |  |  |
| £60,001 - £100,000 |  |  |  |  |
| £100,001 - £200,000 |  |  |  |  |

1.2 Tenderers are also required to submit their daily and hourly fees for additional work outside the project scope. Fees should be provided for each grade of post in the provision of these services.

1.3 Tenderers are required to confirm that they are able to provide their services to all IWM branches as indicated in the tender.

1.4 Rates submitted will be deemed to apply for the full period of the Contract unless otherwise indicated.

1.5 Any IWM project requirement that requires travel (mileage or rail fares etc) or an overnight stay (hotel including meal) by the winning bidders, shall be charged to the rate at which IWM staff would charge as if away on official business. Details of which can be provided upon request.

2.0 **Contract Management**

For each of the Lots covered under your bid:

2.1 Please provide particulars of the management within your organisation you propose to use to manage and deliver the projects.

2.2 Tenderers are required to provide a concise report on how they go about delivering each function and to identify the keys issues (and potential resolutions) relating to undertaking this role.

2.3 Please include an organisational chart which details your company organisational structure in relation to the delivery of this framework.

 Please provide the following details of all personnel who will be allocated to this framework:

* Role
* Name
* Qualifications
* Hourly/Day Rate

2.4 A detailed CV must be included for each member of your proposed team.

 The CV must include projects on which the individual has been fully involved, from the inception to completion, the value of the project, specific tasks undertaken on the project with reference to key competencies required for delivery of a high quality customer focused service.

3.0 **Additional Information**

3.1 **Questionnaire**

 Tenderers are required to complete in full the Company Questionnaire, enclosed as Schedule 4 to this tender and submit all the additional documentation requested within the Questionnaire.

3.2 **Financial**

 Tenderers are required to provide one copy of their last three sets of fully audited accounts. Failure to provide this information, or to explain why this information cannot be supplied, will automatically result in the non-consideration of your tender. This need only be submitted on the electronic version of the tender.

 If you are not required to provide such documentation due to the size of your company please clearly indicate in your tender.

4.0 **Contract Award Criteria**

4.1 Tenders will be assessed on the following criteria:

* Fees Structure (**4**)
* Contract Management/Approach to Project Management (**4**)
* References & Relevant Experience (**4**)
* Questionnaire (**2**)

The figure in brackets is the weighting allocated to each criteria, which will be marked out of 4.

4.2 Each tender will be assessed within the categories covered in the tender, and if required, short-list interviews will be held at IWM xxx on the morning ofto discuss your tender.

5.0 **Tender Return**

 Tenderers should submit two hard copies of their tender and one copy on memory stick, in English, clearly marked as “**Tender Documents – IWM/FM/1701** no later than 14.00 on

27th September 2017to:

Jamie Coyle

Senior Procurement Manager

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.

#### Schedule 4 - Questionnaire

|  |
| --- |
| **COMPANY QUESTIONNAIRE – Project Management Framework Agreement** |
| 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 exhibition. |
|  |
| **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. * full-time
* part-time staff

  |
| 14 Annual Staff Turnover (in percentage format): |
| 15 Name of Employee responsible for the management of the Contract: |
| 16 Please identify whether you plan to use any sub-contractors to deliver any services within the Contract. If so, please:* identify any services that would be undertaken by the sub-contractor(s)?
* the name of any nominated sub-contractor(s)?, and;
* your methodology of appointment and management of the sub-contractor(s)?
 |
| **Section 3: Policy/Procedures** |
| 17 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. |
| 18 Please provide copies of the following policies:* your **outline** health & safety policy
* your **outline** environmental policy, inclusive of your sustainability policy
* your equal opportunities policy
 |
| 19 Please complete the following with regards to your company’s insurance policies:**Employer’s Liability (to £1m)**: Policy No:Expiry Date:Limit of Indemnity:**Third Party Liability (to £1m)**: Policy No:Expiry Date:Limit of Indemnity:**Professional Liability (to £2m)**:Policy No:Expiry Date:Limit of Indemnity: Please include a copy of the insurance certificate for each policy. |
| 20 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. |
| 21 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. |
| 22 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?
 |
| 23 Please provide a statement of assurance that you are committed to counter bribery, and please advise of any cases or convictions for bribery made against the company?  |
| **Section 4 - References** |
| 24 Please provide reference information for three locations where you provide similar services |

I declare that to the best of my knowledge the answers submitted in response to this questionnaire and within any supporting documentation are correct, as at the time that they are issued.

|  |  |
| --- | --- |
| Signed |  |
| Job Title |  |
| For |  |
| Date |  |

**Schedule 5 – Terms & Conditions**

This Contract is between:

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

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

1.0 **Definitions**

1.1 In these conditions "**the Contract**" means the agreement concluded between IWM and the Project Manager including all specifications, plans, drawings and other documents, materials and other content produced by the Contract in fulfilling the terms of this Contract (the “**Materials**”) and also such of these Conditions as are included in these terms and conditions of the Contract.

1.2 The following provisions shall have effect with respect to the interpretation of the Contract except where the context otherwise requires:

* "**Client Representative**" means the individual appointed by IWM as the responsible official for the purposes of this Contract;
* "**Contract Price**" means the price exclusive of Value Added Tax, payable to the Project Manager by IWM under the Contract for the full and proper performance by the Project Manager of his part of the Contract as determined under the provision of the Contract;
* "**Employees of IWM**" includes persons (and the personal representative of any person) who are employees of IWM when any relevant Personal Injury or Loss of Property occurred, even if he has ceased to be such before any payment in respect of the Personal Injury or Loss of Property is made, and where they have ceased to be such by reason of their deaths, include their personal representatives;
* “**Premises**” means IWM London, Lambeth Road, London SE1 6HZ, or IWM North, The Quays, Trafford Park, Manchester M17 1TZ;
* "**Services**" means the delivery of the quantity surveying services;
* "**Specification**" means the scope of services required to deliver the Services;
* “**Intellectual Property Rights**” means patents, Trade Marks, trade names, design rights, copyright (including rights in computer software and moral rights), performers’ rights, database rights, and other Intellectual Property Rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
* “**Background IPR**” means all Intellectual Property Rights excluding Foreground IPR, owned by either IWM or the PROJECT MANAGER 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 Materials arising as a direct result of and in the performance of this Contract.
* “**Third Party IPR**”meansIntellectual Property Rights, not owned by Parties subject to this Contract and any other consents or permissions acquired by the PROJECT MANAGER to fulfil the terms of the Contract.
* "**Sub-contractor**" means any person, firm or company under contract to the PROJECT MANAGER to perform work or provide professional services and/or supply goods and includes any other person or persons taken as a partner or director by such person, firm or company during the currency of the Contract and the surviving member or members of any such firm or company.

1.3 The headings to these Conditions shall not affect the interpretation thereof.

1.4 Any notice or other communication whatsoever which IWM are required or authorised by the Contract to give or make to the PROJECT MANAGER shall be seen to be given if sent by post in a prepaid letter addressed to the last known address of the PROJECT MANAGER and that the letter is not returned undelivered by the Royal Mail shall be deemed for the purposes of the Contract to have given or made at the time at which the letter would in the ordinary course of post be delivered.

1.5 The masculine includes the feminine.

1.6 The singular includes the plural and vice versa.

1.7 Reference to any enactment, order, regulation or similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.

2.0 **Service**

Subject to the provisions of the Contract, the PROJECT MANAGER agrees to provide the Services set out in the Specification in consideration of the Fee payable.

3.0 **Recovery of Sums Due**

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

4.0 **Value Added Tax**

 IWM shall pay to the PROJECT MANAGERPROJECT MANAGER, in addition to the Contract Fee, a sum equal to the Value Added Tax chargeable on the value of the supply of Services provided in accordance with the Contract.

5.0 **Bankruptcy**

5.1 IWM may terminate the Contract by written notice having immediate effect if:

a) the PROJECT MANAGERPROJECT MANAGER undergoes a change of control, within the meaning of Section 416 of the Income and Corporation Taxes Act 1988, impacting adversely and materially on the performance of the Contract; or

b) where the PROJECT MANAGERPROJECT MANAGER is an individual or a firm, any partner in the firm becomes bankrupt or has a receiving order or administration order made against him; or makes any compromise or arrangement with or for the benefit of his creditors; or appears unable to pay a debt within the meaning of Section 268 of the Insolvency Act 1986; or any similar event occurs under the law of any jurisdiction within the United Kingdom; or

c) where the PROJECT MANAGERPROJECT MANAGER is a company, and shall pass a resolution or the Court makes an order that the PROJECT MANAGERPROJECT MANAGER shall be wound up otherwise than for the purpose of solvent reconstruction or amalgamation; or a receiver, manager or administrator is appointed on behalf of a creditor in respect of the PROJECT MANAGERPROJECT MANAGER’s business or any part of it; or the PROJECT MANAGERPROJECT MANAGER is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or any similar event occurs under the law of any other jurisdiction within the United Kingdom.

5.2 IWM may only exercise its right under clause 5.1(a) within 3 months after a change of control occurs and shall not be permitted to do so where it is agreed in advance to the particular change of control that occurs. The PROJECT MANAGERPROJECT MANAGER shall notify IWM immediately when any change of control occurs.

5.3 The rights and obligations of the parties upon termination under this clause shall be the same as those for termination for default under clause 22 and provisions in clauses 22.6 and 22.7 shall apply.

6.0 **Equal Opportunities Policy**

6.1 The PROJECT MANAGERPROJECT MANAGER shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof relating to discrimination in employment.

6.2 The PROJECT MANAGERPROJECT MANAGER shall take all reasonable steps to secure the observance of the provisions pursuant to clause 6.1, hereof by all employees or agents of the PROJECT MANAGERPROJECT MANAGER and all sub-contractors employed in the execution of the Contract.

7.0 **Transfer & Sub-Letting**

 The PROJECT MANAGERPROJECT MANAGER shall not give, bargain, sell, assign, sub-let, sub-contract or otherwise dispose of the Contract or any part thereof of the benefit or advantage of the Contract or any part thereof without the prior written consent of IWM.

8.0 **Corrupt Gifts and Payment of Commission**

8.1 The PROJECT MANAGERPROJECT MANAGER shall not:

(a) offer; or give; or agree to give to any person in the service of IWM any gift or consideration of any kind as an inducement or reward for doing of forbearing to do; or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for IWM's service or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the service of IWM, or;

(b) enter into this Contract in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to IWM.

8.2 Any breach of this clause by the PROJECT MANAGERPROJECT MANAGER or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the PROJECT MANAGERPROJECT MANAGER) or the commission of any offence by the PROJECT MANAGERPROJECT MANAGER or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts, 1889 to 1916, in relation to this Contract shall entitle IWM to determine the Contract and recover from the PROJECT MANAGERPROJECT MANAGER the amount of any loss resulting from such determination and/or to recover from the PROJECT MANAGERPROJECT MANAGER the amount or value of any such gift, consideration or commission.

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

(a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the PROJECT MANAGERPROJECT MANAGER pursuant to clause 8.2 in respect of any loss resulting from such determination of the Contract), or;

(b) the right of IWM to determine the Contract, or;

(c) the amount or value of any such gift, consideration or commission.

the decision of IWM shall be final and conclusive.

9.0 **Use of the Materials**

9.1 Except with the consent in writing of IWM, the PROJECT MANAGERPROJECT MANAGER shall not disclose the Contract or any provision thereof to any person other than a person employed by the PROJECT MANAGERPROJECT MANAGER in the carrying out of the Contract or any other person concerned with the same. Such disclosure shall be made in confidence and extend so far as may be necessary for the purposes of the Contract.

9.2 Except with the consent in writing of IWM, the PROJECT MANAGERPROJECT MANAGER shall not make use of the Contract or any information issued or furnished by or on behalf of IWM otherwise than for the purpose of the Contract.

10.0 **Intellectual Property Rights (“IPR”)**

10.1 Each Party shall retain the IPR in any Materials that they issue to the other Party in relation to this Contract, and agree to provide the other Party with an exclusive licence to use these Materials in the delivery of the Contract.

10.2 Both Parties warrant that all Background IPR is owned by that Party, or in the case of any Third Party IPR is licensed to that Party to be used in the Materials, and that the Materials do not infringe the Intellectual Property Rights of any third party. Either Party shall provide the other Party with copies of any licences, permissions or model consents acquired by that Party to fulfil the terms of the Contract which permit that Party to use Third Party IPR in the Materials. Such licences, permissions or model consents shall be in writing.

10.3 Each Party agrees that the other Party shall have no liability and shall indemnify, defend and hold the other Party harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the other Party in defending against any third-party claim of Intellectual Property Rights infringements or threats of claims thereof with respect of their use of the Materials, provided that:

(1) the use of the Materials has been in full compliance with the terms and conditions of this Contract;

(2) there is prompt notification of any such claim or threat of claim to the rights owning Party;

(3) the Party owning the IPR has sole and complete control over the defence or settlement of such claim.

10.4 The PROJECT MANAGERPROJECT MANAGER is to ensure that they have obtained all appropriate licences for any software used under this Contract, and IWM accepts no liable if the terms of the licence are infringed by the PROJECT MANAGERPROJECT MANAGER.

10.5 If the PROJECT MANAGERPROJECT MANAGER use software developed by themselves, no rights in the software are transferred to IWM as a result of its use in the Contract.

11.0 **Disclosure of Information**

11.1 The PROJECT MANAGERPROJECT MANAGER shall take every precaution to ensure that information about the Contract, or arising from or connected with the Contract, is divulged only to the minimum number of employees and then only to the extent essential to each person's action in carrying out the Contract. No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the PROJECT MANAGERPROJECT MANAGER except with the written permission of IWM to whom any press or other enquiry or other such matter should be referred.

11.2 The PROJECT MANAGERPROJECT MANAGER shall fully indemnify IWM, his employees or agents against the costs of dealing with any claims made in respect of information subject to the Data Protection Act 1998, which claims would not have arisen but for some act, omission or negligence on the part of the PROJECT MANAGERPROJECT MANAGER, his sub-contractors, agents or staff.

12.0 **English Law**

The Contract shall be considered as a Contract made in England and subject to the law of England.

13.0 **Arbitration**

 All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of IWM is under the Contract to be final and conclusive and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to the arbitration of 2 persons, one to be appointed by IWM and one by the PROJECT MANAGERPROJECT MANAGER, or their Umpire, in accordance with the provisions of the Arbitration Acts 1950, 1975 and 1979, or any statutory modification or re-enactment thereof for the time being in force.

14.0 **Safety**

 The PROJECT MANAGERPROJECT MANAGER shall be responsible for the observance by himself, his employees and sub-contractors of all safety precautions necessary for the protection of himself, his employees, sub-contractors and any other person including all precautions required to be taken by or under any Act of Parliament including any regulations or bye-law of any local or other authority. He shall co-operate fully with IWM to ensure the proper discharge of these duties.

15.0 **Accidents to the PROJECT MANAGERPROJECT MANAGER's Employees or Agents**

 Accidents to the PROJECT MANAGERPROJECT MANAGER's employees, sub-contractors or agents which ordinarily require to be reported in accordance with the Health & Safety at Work Act 1974, shall be reported at the earliest opportunity to the Client Representative, or his authorised representative at the time.

16.0 **Security Vetting**

16.1 The PROJECT MANAGER is responsible for the ensuring that all their employees and any sub-contractors, agents etc. who are due to work at the Premises, 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.

16.2 For companies with a small employee base, IWM will be prepared to undertake the security clearance on behalf of the company, provided that this is made known at the time of the appointment, and that this agreed by IWM, and that the company agrees to pay the administration charge of £41 per clearance, that IWM is charged for this service.

16.3 This requirement will apply to an employee who has not worked at an IWM branch, within the previous 12 months.

16.4 A minimum of 48 hours before any individual commences work on the Premises, the PROJECT MANAGER is required to complete and submit the Security Notification Form (see Appendix 2) to the Technical Security Manager at IWM London.

16.5 Upon arrival at the Premises, 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.

16.6 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.

16.7 Failure to comply with this requirement could result In the employee not being granted access to IWM.

17.0 **The PROJECT MANAGER's Property**

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

18.0 **Insurance**

18.1 The PROJECT MANAGERP shall effect and maintain insurance to the following sums until the expiration of three years from the date of completion:

* Employers Liability - £1m
* Public Liability - £1m
* Professional Liability - £2m

18.2 The PROJECT MANAGER shall ensure that any person or organisation commissioned as a consultant by him takes out and maintains appropriate professional indemnity insurance in respect of their businesses generally throughout the period from the date of commencement of their services under the Contract or Commission until the expiration of two years from the date of completion of each exhibition, which insurance may be limited in respect of any one claim (but shall not be limited in any other respect): provided that any such limit under this clause shall in any event be at least £2m.

18.3 The PROJECT MANAGER shall, whenever required by IWM, produce copies of his and/or his sub-contractors insurance certificates stating that their insurance complies with the requirements pursuant to clauses 18.1 and 18.2, and is/are currently in date.

18.4 If, for whatever reason, the PROJECT MANAGER fails to comply with this clause, or without the approval of IWM obtains a different policy of insurance from that required by IWM at the time when he submitted his tender, IWM may make alternative arrangements necessary to protect their interests and recover loss and damages from the PROJECT MANAGER.

18.5 The terms of any insurance or the amount of cover shall not relieve the PROJECT MANAGER or his sub-contractors or consultants of any liabilities under the Contract, their sub-contracts or their terms of this Contract.

19.0 **Duty of Care**

 The PROJECT MANAGER shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with the Contract.

20.0 **Leave blank**

21.0 **Observance of Regulations**

21.1 The PROJECT MANAGER's representatives, when employed within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to Security arrangements) as may be in force for the conduct of personnel at the Premises. Details of such rules, regulations and requirements shall be provided, on request, by the Client Representative.

21.2 Except as provided in this Contract neither the PROJECT MANAGER nor any of his employees or agents shall carry out any business or trading activity within the confines of the Premises and no advertisement, sign or notice of any description shall be exhibited without prior approval, in writing, from the Client Representative.

22.0 **Break**

22.1 Notwithstanding IWM’s rights of termination of the Contract, in the event that the PROJECT MANAGER fails to fulfil their duties in line with the SLA (see section 3 of Schedule), if either Party is in breach of the terms and/or their obligations under this Contract which is capable of remedy, the Party suffering the breach may at any time give the Party in breach written notice specifying details of the breach and requiring it to be remedied, or a solution to remedy to be submitted to them within 14 working days of their notification of the breach. If after the specified time given, the breach has not been remedied, or a solution to remedy has not been agreed, this Contract may be terminated by the Party suffering the breach, on giving not less than **one week’s notice** in writing to the other Party.

22.2 In the event of such notice being given, IWM shall at any time before the expiration of the notice be entitled to exercise and shall as soon as may be reasonably practicable within that period exercise such of the following powers as he considers expedient:

(a) to direct the PROJECT MANAGER, where work has not been commenced, to refrain from commencing work;

(b) to direct the PROJECT MANAGER to complete in accordance with the Contract all or any of the Services, or any part or component thereof, which shall be paid for at the agreed contract price, or, where no agreement exists, a fair and reasonable price.

22.3 IWM shall indemnify the PROJECT MANAGER against any commitments, liabilities or expenditure which are reasonably and properly chargeable to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the PROJECT MANAGER by reason of the determination of the Contract.

22.4 IWM shall not in any case be liable to pay under the provisions of this Condition any sum which, when taken together with any sums paid or due or becoming due to the PROJECT MANAGER under the Contract, shall exceed the total contract price.

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

22.6 Following termination of the Contract neither Party shall have any further rights or obligations in relation to the other Party except those stated in this clause, and in the clauses listed in clause 22.7 which shall continue to have full effect. Subject to the other provisions of this clause, termination shall not however affect the rights of action and remedies of the Parties which shall have accrued at the date of termination or shall thereafter accrue.

22.7 Clauses which shall apply under 22.6 shall be:

* Confidentiality
* Intellectual Property Rights
* Insurance
* Governing Law and Jurisdiction
* Freedom of Information Act 2000
* Anti-Bribery Act

23.0 **Leave Blank**

24.0 **The PROJECT MANAGER’s Organisation**

24.1 The PROJECT MANAGER shall provide and maintain an organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the specification.

24.2 All personnel deployed on work relating to the Contract must have appropriate qualifications and competence and in all respects be acceptable to IWM.

25.0 **Contract Documents**

 In any case of discrepancy between these terms and other documents forming part of the Contract, these terms shall prevail unless the inconsistent provision of such document is expressed to be, or if the context indicates it to be, an amendment of these terms and the same, shall have been effected in accordance with clause 26.

26.0 **Variations of Contract**

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

**27.0 Tasking**

27.1 For the purpose of this Framework Agreement where the IWM Requestor wishes to place a Purchase Order for a Task under a Framework Agreement, the following procedure shall be used:

27.2 the IWM Requestor shall complete Part 1 of the Task Approval Form at Appendix 3 of the Contract and forward it to the Contractor, giving a detailed Specification for the Task;

27.3 the Contractor shall then complete and return Part 2 of the Task Approval Form of the Contract, including a detailed proposal for fulfilment of the Task and Firm Price broken down as detailed below/on the form;

27.4 The IWM Requestor shall check the pricing submitted against the rates table at under section (to be agreed on contract placement)

27.5 Once all checks are completed the IWM Requestor shall approve fulfilment of the Task by completing Part 3 of the Task Approval Form and returning it to the Contractor, whereupon it shall allocate the Task a Purchase Order payment number, to be quoted on all further correspondence and invoices for payment.

28.0 **Contract Fee**

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

29.0 **Availability of Information**

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

29.2 At the time before the expiry of the period pursuant to clause 29.1, the PROJECT MANAGER shall, when requested by IWM, furnish a summary of any such costs mentioned in such form and detail as IWM may reasonably require, and afford such facilities as IWM may reasonably require for his representatives to visit the PROJECT MANAGER's premises and examine the records under this clause.

29.0 **Transfer of Responsibility**

29.1 In the event that a different organisation is required to take on the Service at the expiry or termination or the Contract, the PROJECT MANAGER shall co-operate in the transfer under arrangements to be notified to him by IWM.

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

31.0 **Quality Assurance**

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

32.0 **Freedom of Information Act 2000**

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

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

1. transfer any request for information received by the PROJECT MANAGER to IWM as soon as practicable after receipt and in any event within two working days of receiving a request for information;
2. 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 Environmental Information Regulations.

33.3 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 Environmental Information Regulations

33.4 The PROJECT MANAGER shall only respond to a Request for Information unless this has been submitted by a nominated representative of IWM.

33.5 The PROJECT MANAGER acknowledges that (notwithstanding the provisions of clause 31) 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 Environmental Information Regulations to disclose information concerning the PROJECT MANAGER or the Services in certain circumstances:

1. without consulting the PROJECT MANAGER; or
2. following consultation with the PROJECT MANAGER and having taken their views into account;

provided always that where clause 33.5(a) applies IWM shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the PROJECT MANAGER advanced notice, or failing that, to draw the disclosure to the PROJECT MANAGER’s attention after any such disclosure.

33.6 The PROJECT MANAGER shall ensure that all Information is retained for disclosure and shall permit IWM to inspect such records as requested from time to time.

33.7 The PROJECT MANAGER acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that IWM may be obliged to disclose it in accordance with this clause 31.

34.0 **Waiver**

No whole or partial waiver of any breach of this Contract shall be held to be a waiver of any other or any subsequent breach. The whole or partial failure of either party to enforce at any time the provisions within this Contract shall no way be construed to be a waiver of such provisions nor in any way affect the validity of this Contract or any part of it, or the right of either Party to enforce subsequently each and every provision.

35.0 **Force Majeure**

35.1 Neither Party shall be liable to the other Party by reason of any failure or delay in performing its obligations under the Contract which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay.

35.2 If either Party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that Party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates that the failure or delay will continue.

35.3 For the purpose of this Contract “**Force Majeure**”’ means any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventive action by the Party concerned, but shall not include industrial action occurring within the PROJECT MANAGER’s organisation or within any sub-contractor’s organisation.

35.4 Any failure or delay by the PROJECT MANAGER in performing his obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded in complying with an obligation to the PROJECT MANAGER by Force Majeure.

36.0 **Severance**

If any part of this Contract, is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Contract, which will continue to be valid and enforceable to the fullest extent permitted by law. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall promptly commence good faith negotiations to remedy such invalidity

37.0 **Assignability and Transferability**

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

38.0 **Entire Contract**

38.1 This Contract is the complete and exclusive statement of the Contract between the Parties relating to the subject matter of this Contract which supersedes all previous communications, contracts and other arrangements, written or oral.

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

39.0 **Anti-Bribery**

39.1 The PROJECT MANAGER 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.

39.2 The PROJECT MANAGER hereby declares that:

* its members, officers, owners or employees are not public officials;
* it does not and will not employ or otherwise compensate any public officials or make or cause another to make any direct or indirect offers of payments to any public officials, for the purpose of influencing or inducing any decision for the benefit of IWM and it will not employ any sub-contractor, consultant, agent or representative in connection with this Contract without a documented examination of his person, reputation and integrity, and;
* it will not employ any sub-contractor, consultant, agent or representative who does not comply with the anti-corruption rules and if such a violation comes to its attention to inform IWM immediately.

39.3 IWM may immediately terminate this Contract if the PROJECT MANAGER violates any of the anti-corruption laws and the provisions as defined in this clause.

39.4 The PROJECT MANAGER agrees to comply fully with all applicable anti-bribery laws, including those in the jurisdiction where they are registered and the jurisdiction where the relevant contract will be performed (if different), and to comply with IWM’s Anti-Bribery Policy.

39.5 The PROJECT MANAGER represents that:

* he or she or, as the case may be, the authorised representatives of the PROJECT MANAGER presently is/are not, and during the life of the Contract will not become, an official or employee of the relevant country’s government or of a political party in the country;
* he/she/they will disclose any such appointment immediately to IWM, and;
* such appointment may result in the termination of the Contract.

39.6 The PROJECT MANAGER agrees that all payments made to the PROJECT MANAGER 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 PROJECT MANAGER at a financial institution within the United Kingdom.

39.7 The PROJECT MANAGER 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 PROJECT MANAGER for compliance with any applicable anti-bribery laws and that the PROJECT MANAGER will cooperate fully in any such audit.

39.8 The PROJECT MANAGER’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 PROJECT MANAGER will surrender any claim for payment under the Contract including payment for savvies previously performed.

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

|  |  |  |
| --- | --- | --- |
| **Signed on behalf of the Trustees of the Imperial War Museum** |  | **Signed on behalf of the PROJECT MANAGER** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signed |  |  | Signed |  |
| Print |  |  | Print |  |
| Title |  |  | Title |  |
| Date |  |  | Date |  |

**Appendix 1 – Variation Notice**

**VARIATION TO CONTRACT**

**Contract Title:**  **Project Manager and Contract Administrator Framework Agreement**

**Contract Ref: IWM/FM/1701 Variation no: Date:**

**Between:**

|  |
| --- |
| The Trustees of the Imperial War Museums (hereinafter called “**IWM**”) and xxxxxx (hereinafter called (“**the PROJECT MANAGER**”) |

1. The Contract is varied as follows:

|  |
| --- |
| **Details of Variation:**. |
| **Variation effective from:**  |

**1**

 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: **The PROJECT MANAGER** |
| By:  | By:  |
| Full Name:  | Full Name:  |
| Position:  | Position:  |

**Schedule 6 - Tender Timetable**

# Action Date

Place Notice on Contracts Finder 31st August 2017

Tender Return Date 27th September 2017

Tender Evaluations & Bid Clarification 9-13th October 2017

Short-list Interviews (if applicable) 16-20th October 2017

Confirm Appointment

Contract Start Date 30th October 2017

# Schedule 7 – IWM Contract Selection Personnel

The following IWM staff are responsible for the appointment of the CONTARCTS ADMINISTRATOR and PROJECT MANAGER:

Paul Brooks

Future Head of FM and Projects

IWM London

Lambeth Road

London

SE1 6HZ

Stephen Rogers

Current Head of FM

IWM Duxford

Duxford

Cambridgeshire

CB22 4QR

Jamie Coyle

Senior Procurement Manager

IWM London

Lambeth Road

London

SE1 6HZ

T: 0207 091 3193

E: jcoyle@iwm.org.uk

Chris Cast

Procurement & Compliance Manager

IWM London

Lambeth Road

London

SE1 6HZ

T: 020 7091 3060

E: ccast@iwm.org.uk

**Appendix 2**

**STAFF SECURITY CLEARANCE**

 **NOTIFICATION FORM**

**DESIGNER:**

|  |
| --- |
| **Level of CRB** |
| **IWM Branch** | **Start Date** | **Staff Name** | **Basic** | **Standard** | **Enhanced** |
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| --- | --- |
| Signed |  |
| Name |  |
| Job Title |  |
| Date |  |

Please complete all sections of the Form and forward to IWM’s Technical Security Manager at jpawley@iwm.org.uk or addressed to Technical Security Manager, CWR, Clive Steps, King Charles Street, London SW1A 2AQ, a minimum of 48 hours prior to the individual(s) commencing work at IWM.

Appendix 3

Framework Tasking Form

TASK APPROVAL FORM For …………………………………..

|  |  |  |  |
| --- | --- | --- | --- |
| Contract Number: | Task No.:  | Issue No.:  | Date:  |
| Part 1: Proposal to be completed by IWM Requestor  |
| Task Title: |  |
| Task Objective and Description (including Specification, Acceptance Criteria/ Testing, Documentation required, & Quality Standard: |
|  |
| Deliverables Required: |
|  |
| Timescale of Task - Start: |  | End: |  |
| Additional Special terms and conditions |
|  |
|   |   |

|  |
| --- |
| Part 2: Price for Proposed Task (to be completed by Contractor)  |
| The Task at 'Part 1' is accepted at a Firm Price of | £ | broken down as follows: |
| Name | Number of Days | Rate | Sub-Total | Travel & Subsistence |
|  |  |  |  |  |
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|  |  |  |  |  |
| Our detailed proposal ref: |  | dated: |  | is attached |  |
| Date: |  | Proposal submitted by: |  |
| Part 3: Approval to be completed by the IWM Requestor  |
| Approval is hereby given to place the Task |
| Signed |  |
| Dated |  |

Upon completion of Part 3 the IWM Requestor shall complete an order on the Soprano system in order to facilitate payment of the invoice relating to the task.