



Tender Documentation

**Contract No.
IWM/DCM/1491**

Videotape Digitisation – IWM Collection

Tender Submission Return Date:

14.00 on 4 August 2016

Schedule 1 – Contract Conditions

1.0 Introduction

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

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

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

IWM's five branches are:

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

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

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

- 1.2 IWM is a non-departmental public body (NDPB) overseen by a Board of Trustees and its Chairman. Its sponsor department is the Department of Culture, Media & Sport (DCMS).
- 1.3 Further information about IWM and all of our branches can be obtained from our website on www.iwm.org.uk.
- 1.4 IWM is an exempt charity under the terms of the Charities Act 1993 Schedule 2 (u) and (w), and therefore does not have a Charity Registration No.

2.0 Contract Requirements

- 2.1 This Contract covers the appointment of a service provider to undertake the digitisation of videotapes from IWM's Collection, for preservation and access purposes.
- 2.2 The aim of the Contract is to digitise approx. 7,000 hours of videotape from the collection which is located in stores at IWM Duxford.

2.3 Subject to costs of transportation, IWM will be prepared to ship the videotape to IWM London for collection by the Contractor.

2.4 Schedule 2 provides more information on the nature of the digitisation service required under this Contract.

3.0 **Contract Period**

The digitisation programme is to commence from **1 September 2016**, and will run until the full volume of videotape has been digitised, or for a maximum of four years.

4.0 **Contract Management**

4.1 The Videotape for digitisation is to be collected in batches (size to be agreed by both Parties).

4.2 With each batch of videotape, IWM will submit an Exit Form which will detail the volume of videotape, its condition and digitisation requirements. A sample of this form is shown as Appendix 1.

4.3 IWM will check the quality of the digitisation upon the return of the batch, In the event that any Contractor fails to deliver the works to the quality expected, or to the schedule agreed, IWM retains the right under the terms of the Contract not to forward any further batches of work to that Contractor.

5.0 **Progress Meetings/Reporting**

The Contract does not require any formal meeting or reporting procedures between IWM and the Contractor, but the Contractor will be expected to keep IWM advised on progress for the completion of work to the agreed schedule and on any issues arising from the delivery of the digitisation work that requires either the approval by IWM, or confirmation of actions.

6.0 **Payment & invoicing**

6.1 For each work batch, IWM will raise a PO. Payment will be made, in full, upon the completion and acceptance of the work, including any remedial works by IWM. This PO must be quoted on all invoices submitted for payment.

6.2 All invoices must be forwarded for prompt payment to:

Finance Department

IWM London
Lambeth Road
London
SE1 6HZ

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

Schedule 2 - Specification

1.0 Introduction

This Contract covers the appointment of a service provider to undertake the digitisation of the videotapes from IWM's collection for preservation and access purposes.

2.0 Original Material

IWM holds a large quantity of standard definition PAL videotape in various formats. The quantities of tapes likely to require eventual digitisation are in the region of:

- 1-inch C 100
- Betacam 350
- Betacam SP 9000
- Betacam SX 70
- Betamax 70
- Digital Betacam 100
- DV/DVCAM/DVCPPro 4000
- Video8/Hi-8 150

This represents approx. 7,000 hours of recordings.

3.0 Care, Handling and Storage

The Contractor must comply with the following requirements:

- The master videotapes must at all times be stored on appropriate shelving in a secure area where the temperature is no greater than 20°C and the relative humidity is no greater than 60%. At no time must tapes be stored on the floor.
- All staff handling the master tapes must be familiar with the requirements for handling open reel and cassette videotape.
- The master tapes should be transferred only once and transported (played, rewound, shuttled) as little as possible.
- Tapes must not be left unattended during transport (i.e. playback, rewind, shuttle).
- Tapes must not be left in a machine if not actively being transferred.
- All machines used for transport and playback of master tapes must be in good working order.

4.0 Reproduction Set-Up

- 4.1 Video and Audio setup must be performed for each tape to ensure optimal alignment and optimal reproduction. If bars are present on a tape the luma gain as well as the chroma gain and phase must be adjusted so as to meet EBU standard values using a calibrated waveform monitor and vectorscope. If tone

is present on a tape the audio level must be adjusted as early on in the signal path as possible so that the tone is at 0VU on a VU meter or -18 dBFS on a calibrated digital/peak meter.

- 4.2 If there are no bars on a tape, or the bars are misrepresentative of the tape's content (i.e. there are clear chroma and luma errors) the luma and chroma must be adjusted according to the content on the tape. References for adjustment may include skin tone, sky, known black and/or white objects, etc.
- 4.3 If there is no tone on tape the audio levels must be adjusted so that content averages 0VU and -18dBFS with peaks not to exceed 0dBFS and with no added analog oversaturation or digital clipping. All level adjustments should be performed as early on in the signal path as possible.
- 4.4 All tracks of audio must be checked for existence of audio content. All audio content on all channels must be transferred in full.

5.0 Signal Path

- 5.1 All components in the signal chain must be tested and must pass the audio and/or video signal without alteration to level or quality. Calibrated high quality distribution amplifiers or routers must be used for any signal splitting and distribution. No other substitutions may be used. The most direct and clean signal path must be used at all times from source to destination. There must be no devices inserted in the signal path that are not being used.
- 5.2 If there are multiple destination formats being used in the transfer the signal path must be routed in parallel without daisy-chaining.
- 5.3 The highest quality signal format (composite, S-Video, Component, SDI, etc.) available for the source media type must be used throughout the entirety of the signal path from source to destination. Any exceptions to this must be discussed with IWM prior to performing the transfer.

6.0 Image and Sound Processing

Image and sound processing such as dropout compensation, noise reduction, audio equalization, or limiting must not be used in the creation of the digital masters. The digital masters must retain the source formatting, including interlacing, frame rate, aspect ratio and recording standard.

7.0 Digitisation Format

- 7.1 IWM at present creates **master** files of SD video material in this format:

- Uncompressed 4:2:2 10-bit v210 wrapped in MOV

This may be reviewed in the light of future developments.

- 7.2 Audio should be encoded as uncompressed PCM, 48kHz.
- 7.3 Tenderers are also asked to provide costs for producing the following high and low quality **access** formats in addition to the master format:
 - MPEG-2 4:2:2 Profile/Main Level, 50 Mbps, I-frame only

- MPEG-24:2:2 Profile/Main Level, 5 Mbps, with superimposed logo

8.0 **Transfers**

- 8.1 The original timecode of the source tapes must be regenerated and maintained in the digital masters. Where the timecode is discontinuous, the timecode should continue in "jam sync" mode to create a continuous timecode. If there is no source timecode, the original programme must be set to start at 10:00:00:00.
- 8.2 All reference information before the programme, such as ident, bars, tone, must be included in the transfer. At the end of the programme the tape must be played through the end to confirm that there is no additional content. The master digital file should contain the end of programme followed by 10 seconds of additional tape playback.
- 8.3 The operator must monitor the whole programme in its entirety using calibrated high quality video and audio monitors and meters. The operator must also carefully monitor the physical transport of the tape through the machine, and must have immediate access to the machine controls in the event of transport problems.
- 8.4 The operator will note the timecode and description of any artefacts that appear during the transfer. Any notable events such as programme changes, periods of black, changes in timecode, etc. should be documented.
- 8.5 The video and audio of all destination files must be checked at the head, middle and end for content, completeness, and quality.
- 8.6 The Contractor must perform routine integrity testing and maintenance of equipment and systems to ensure optimum performance.
- 8.7 Any problems with master tapes which impact on the transfer process must be discussed with IWM prior to any action being taken,

9.0 **Quality Control**

All master video files must be verified using an automated QC application which checks for breakup, dropout, silence, noise etc. and generates a report to be supplied to IWM, which can be used for subsequent manual checking.

10.0 **Checksum**

An MD5 checksum must be created for every digital file created as soon as the digital file is finalised. This checksum value must be recorded in the metadata set for delivery.

11.0 **Delivery**

All digitised material is to be delivered on either Hard Disc Drive or LTO tape (as agreed with IWM on commencement of the contract). Files must be named with the same identity as on the original videotape, replacing slashes with hyphens (e.g. BFB 231X-01-V1).

12.0 **Embedded Metadata**

Depending on file wrapper used, metadata including organisation name, copyright statement, source identity is to be embedded in the digital files to a specification agreed with IWM.

Schedule 3 - Tender Information

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

1.0 Methodology

Tenderers are to provide an overview methodology statement to confirm their approach, and the equipment to be used, to fulfil all of the requirements as outlined in Schedule 2.

2.0 Costs/Programme

- 2.1 Tenderers are required to submit a full breakdown of all the costings based upon your proposed methodology.
- 2.2 Tenderers are required to confirm their proposed programme for the digitisation of the collection based upon the batch sizes, and the time taken from collection to return to IWM. Please submit prices for the transportation of the collection from either IWM London or IWM Duxford.
- 2.3 All tender prices are to remain fixed for all Purchase orders placed within the first 12 months of the Contract.
- 2.4 Prices after the initial 12 month period, are subject to an annual review based upon the Retail price Index (RPI), and agreement between the Parties.

3.0 Management of the Contract

Tenderers are required to provide details of the management structure to support this Contract.

4.0 Method Statements & Risk Assessments

Tenderers are requested to:

- submit their method statements for the fulfilment of the Contract. How they will handle and store the videotape whilst at the Contractor's premises, and how the specified temperature and humidity levels will be maintained;
- identify all risk assessments applicable to their work, detailing the nature of the risk, the level of risk, its potential impact, and the actions taken to reduce or remove the risk.

5.0 Contract Award Procedure

5.1 IWM will review the tenders based upon the following criteria

- **Costs/Programme** – a full breakdown of all fees associated with the proposed methodology and the programme of works (5);
- **Risk Management & Method Statements** – assessment of the submissions (4);

- **Methodology** – a concise but in depth overview of the proposed solution and the Equipment for delivering the required service **(3)**
- **Management & Support** – this covers the management structure and support, the quality of the managers; the reporting provisions, and their disaster recovery and other facilities **(3)**;
- **General** – review of the information relating to the questionnaire in terms of policies, certification, references and financial assessment **(2)**.

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

5.2 Each tender will be assessed within the categories covered in the tender, and if required short-listed suppliers will be invited to IWM London during wc 15 August 2016 to attend a meeting with IWM representatives to discuss their tender.

6.0 **Tender Return**

Tenderers should submit two hard copies of their tender and one copy on memory stick, in English, to:

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

no later than **14.00** on **4 August 2016**.

Tenderers must ensure that their submission arrives on time, and must be clearly marked as "**Tender Documents – Contract No: IWM/DCM/1491**". We regret that tenders received after this deadline cannot be considered.

Schedule 4 – Terms & Conditions

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

1.0 Definitions

- 1.1 In these conditions "**the Contract**" means the agreement concluded between IWM and the Contractor including all specifications, plans, drawings and other documents which are relevant to the Contract and also such of these Conditions as are included in these terms and conditions of the Contract.
- 1.2 The following provisions shall have effect with respect to the interpretation of the Contract except where the context otherwise requires:
- "**Collection**" means the videotape issued to the Contractor for digitisation under this Contract;
 - "**Contract Price**" means the price exclusive of Value Added Tax, payable to the Contractor by IWM under the Contract for the full and proper performance by the Contractor of his part of the Contract as determined under the provision of the Contract;
 - "**Commencement Date**" means **1 September 2016**;
 - "**Charges**" means the charges payable by IWM as set out in Schedule X;
 - "**Specification**" means the description and specification attached to the tender;
 - "**Sub-Contractor**" means any person, firm or company under contract to the Contractor to perform work or provide professional services.
- 1.3 The headings to these Conditions shall not affect the interpretation thereof.
- 1.4 Any notice or other communication whatsoever which IWM is required or authorised by the Contract to give or make to the Contractor shall be seen to be given if sent by post in a prepaid letter addressed to the last known address of the Contractor and that the letter is not returned undelivered by the Royal Mail shall be deemed for the purposes of the Contract to have given or made at the time at which the letter would in the ordinary course of post be delivered.
- 1.5 The masculine includes the feminine, and the singular includes the plural and vice versa.
- 1.6 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 Duration and Service

- 2.1 Subject to Clauses 5 (Bankruptcy) and 19 (Break), this Contract will commence on the Commencement Date and will continue until the termination of the Contract.
- 2.2 Subject to the provisions of the Contract, the Contractor agrees to provide the Services as requested in a Purchase Order, in accordance with the terms of this Contract and the Specification in consideration of the Charges agreed.

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

3.0 **Recovery of Sums Due**

The Contractor will invoice IWM, in arrears for all Contract work.

4.0 **Value Added Tax**

IWM shall pay to the Contractor, in addition to the Contract Price, a sum equal to the Value Added Tax chargeable on the value of the supply of services provided in accordance with the Contract.

5.0 **Bankruptcy**

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

- a) the Contractor undergoes a change of control, within the meaning of Section 416 of the Income and Corporation Taxes Act 1988, impacting adversely and materially on the performance of the Contract; or
- b) where the Contractor is an individual or a firm, any partner in the firm becomes bankrupt or has a receiving order or administration order made against him; or makes any compromise or arrangement with or for the benefit of his creditors; or appears unable to pay a debt within the meaning of Section 268 of the Insolvency Act 1986; or any similar event occurs under the law of any jurisdiction within the United Kingdom; or
- c) where the Contractor is a company, and shall pass a resolution or the Court makes an order that the Contractor shall be wound up otherwise than for the purpose of solvent reconstruction or amalgamation; or a receiver, manager or administrator is appointed on behalf of a creditor in respect of the Contractor's business or any part of it; or the Contractor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or any similar event occurs under the law of any other jurisdiction within the United Kingdom.

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

5.3 The rights and obligations of the Parties upon termination under this clause shall be the same as those for termination for default under clause 19 and provisions in clause 19.7 shall apply.

6.0 **Transfer & Sub-Letting**

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

7.0 **Warranties & Undertakings**

The Contractor warrants and undertakes that:

- 7.1 All Equipment used in the performance of the Contract shall be of satisfactory quality, and fit for purpose, and suitable to ensure the continued operation of the Plant & Equipment in accordance with the manufacturer's specification and free of defects in design, materials and workmanship,
- 7.2 They shall at all times observe, perform and comply with all statutory and other obligations applicable to the Services and shall keep IWM indemnified from and against all or any breach, or non-compliance with, or non-performance of, any such obligations save to the extent that such breach, non-performance or non-compliance is due to any act or neglect of IWM or of any other person for whom IWM is responsible.
- 7.3 They shall use its best endeavours to procure that all sub-contractors, and all supply agreements entered into by the Contractor, shall include provisions sufficient in the event of the termination of this Contract, or the relevant Services for any reason whatsoever to require the sub-contractor or supplier to accept a novation of the relevant sub-contract or supply agreement from the Contractor to IWM and in the event of such determination the Contractor shall, if requested by IWM enter into such a novation agreement.

8.0 **Corrupt Gifts and Payment of Commission**

- 8.1 The Contractor shall not:
- (a) offer; or give; or agree to give to any person in IWM's service 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 agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to IWM.
- 8.2 Any breach of this clause by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts, 1889 to 1916, in relation to this Contract for IWM's service shall entitle IWM to determine the Contract and recover from the Contractor the amount of any loss resulting from such determination and/or to recover from the Contractor the amount or value of any such gift, consideration or commission
- 8.3 In any dispute, difference or question arising in respect of:
- (a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor pursuant to clause 8.2 in respect of any loss resulting from such determination of the Contract), or;
 - (b) the right of IWM to determine the Contract, or;
 - (c) the amount or value of any such gift, consideration or commission;

the decision of IWM shall be final and conclusive.

10.0 Use of Documents, Information etc.

- 10.1 Except with the consent in writing of IWM, the Contractor shall not disclose the Contract or any provision thereof to any person other than a person employed by the Contractor in the carrying out of the Contract or any other person concerned with the same. Such disclosure shall be made in confidence and extend so far as may be necessary for the purposes of the Contract.
- 10.2 Except with the consent in writing of IWM, the Contractor shall not make use of the Contract or any information issued or furnished by or on behalf of IWM otherwise than for the purpose of the Contract.
- 10.3 Any documents issued by or on behalf of IWM for the purposes of the Contract shall remain IWM's property.

11.0 Disclosure of Information

- 11.1 The Contractor shall take every precaution to ensure that information about the Contract, or arising from or connected with the Contract, is divulged only to the minimum number of employees and then only to the extent essential to each person's action in carrying out the Contract. No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with the written permission of IWM to whom any press or other enquiry or other such matter should be referred.
- 11.2 The Contractor shall fully indemnify IWM, his employees or Agents against the costs of dealing with any claims made in respect of information subject to the Data Protection Act 1998, or any subsequent amendments, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, his sub-contractors, agents or staff.

12.0 English Law

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

13.0 Arbitration

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

14.0 **Intellectual Property Rights**

- 14.1 The IPR in the Film Collection remains vested solely with IWM at all times, and IWM only grants the Contractor the right to digitise and reproduce solely in relation the fulfilment of the requirements of this Collection.
- 14.2 The Contractor retains no residual right to retain a digitised version of the Collection once IWM has confirmed the acceptance of the digitised version as issued to IWM.
- 14.3 The IPR in the digitised version of the Film Collection resides solely with IWM.
- 14.4 IWM retains no rights under this Contract to any system/software employed by the Contractor in their fulfilment of the Contract.

15.0 **Safety**

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

16.0 **Insurance**

- 16.1 The Contractor shall effect and maintain insurance to the following levels for the duration of the Contract:
- Employers Liability - £2m;
 - Professional Liability - £1m
- 16.2 The Contractor shall, whenever required by IWM, produce to IWM certificates signed on behalf of the Contractor's and/or his consultants' insurers stating that insurance complying with the requirements pursuant to clause 16.1, are in force and the period for which it has been taken out.
- 16.3 If, for whatever reason, the Contractor fails to comply with the terms of this clause, or without the approval of IWM obtains a different policy of insurance from that which he notified to IWM at the time when he submitted his tender, IWM may make alternative arrangements necessary to protect their interests and recover loss and damages from the Contractor.
- 16.4 The terms of any insurance or the amount of cover shall not relieve the Contractor or his sub-contractors or consultants of any liabilities under the Contract, their sub-contracts or their terms of commission.

17.0 **Duty of Care**

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

18.0 Leave blank

19.0 **Break**

- 19.1 If IWM is not satisfied that the Contractor has undertaken any batch of work allocated to the Contractor to the agreed standards and/or procedures, then IWM retains the right to terminate the Contract with immediate effect and not to forward any future batches of work to the Contractor from that date.
- 19.2 If either Party to this Contract is found to be in material breach (“**breach**”) of this Contract, they must write to the other Party identifying the breach, and the Party in breach must respond within seven working days to either put right the breach within a further seven working day period, or identify the solution to the breach and a timeframe for rectification that is acceptable to the other Party. If the breach is not remedied by the agreed date, the Party whose contractual rights have been breached, can issue a letter of termination giving one month’s notice to terminate the Contract.
- 19.3 In the event of such notice being given, IWM shall at any time before the expiration of the notice be entitled to exercise and shall as soon as may be reasonably practicable within that period exercise such of the following powers as he considers expedient:
- a. to direct the Contractor, where work has not been commenced, to refrain from commencing work;
 - b. to direct the Contractor to complete in accordance with the Contract all or any of the Services, or any part or component thereof, which shall be paid for at the agreed contract price, or, where no agreement exists, a fair and reasonable price.
- 19.4 IWM shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Contractor by reason of the determination of the Contract.
- 19.5 IWM shall not in any case be liable to pay under the provisions of this clause any sum which, when taken together with any sums paid or due or becoming due to the Contractor under the Contract, shall exceed the total contract price.
- 19.6 If the Contractor is convicted under a charge of bribery, then this Contract will be terminated with immediate effect, and the Contractor will be required to immediately terminate any works/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.
- 19.7 Upon the end or early termination of this Contract, the following clauses shall survive the termination of the Contract.
- Clause 5 – Bankruptcy
 - Clause 11 – Disclosure of Information
 - Clause 12 – English Law
 - Clause 14 – Intellectual Property Rights
 - Clause 26 – Freedom of Information Act
 - Clause 32 – Anti-Bribery Act

20.0 **Contractor's Organisation**

- 20.1 The Contractor shall provide and maintain an organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the specification.
- 20.2 All personnel deployed on work relating to the Contract must have appropriate qualifications and competence and in all respects be acceptable to IWM.

21.0 **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 22.0.

22.0 **Variations of Contract**

Any variation of any provision of this Contract must be effected in writing and issued by IWM, and no purported variation by any other means shall bind IWM.

23.0 **Price**

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

24.0 **Transfer of Responsibility**

- 24.1 In the event that a different organisation is required to take on the Service at the expiry or early termination of the Contract, the Contractor shall co-operate in the transfer under arrangements to be notified to him by IWM.
- 24.2 The transfer shall be arranged between IWM and the Contractor so as to reduce to a minimum any interruption to the Services.

25.0 **Quality Assurance**

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

26.0 **Freedom of Information Act 2000**

- 26.1 IWM is subject to the provisions of the Freedom of Information Act 2000 ("**FoIA**"). FoIA obliges IWM to release certain information to third parties upon written request, unless subject to one of the exemptions under FoIA.
- 26.2 The Parties agree that all information pertaining to the Contract shall be released to third parties upon request.

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

27.0 **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 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.

28.0 **Force Majeure**

28.1 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.

28.2 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.

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

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

29.0 **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.

30.0 **Assignability and Transferability**

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

31.0 **Entire Contract**

31.1 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.

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

32.0 **Anti-Bribery**

32.1 The Contractor is aware of IWM's obligation to comply with the anti-bribery rules relevant to the contracting parties, and represents that it will not use money or other consideration, paid by IWM for unlawful purposes, including purposes violating anti-bribery laws including the Bribery Act 2010, such as make or cause to be made direct or indirect payments to any public official in order to assist IWM or any group member organisation or anyone acting on their behalf in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.

32.2 The Contractor hereby declares that:

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

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

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

32.5 The Contractor represents that:

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

- 32.6 The Contractor agrees to keep accurate books, accounts, records and invoices and agrees that IWM is entitled, with the help of outside auditors if it deems necessary, to audit all books, accounts, records and invoices and accompanying documentation of the Contractor for compliance with any applicable anti-bribery laws and that the Contractor will cooperate fully in any such audit.
- 32.7 The Contractor's failure to comply with all applicable anti-bribery laws or IWM's Anti-Bribery Policy will be deemed to be a material breach of the Contract entitling IWM to terminate the Contract. In the event the Contractor will surrender any claim for payment under the Contract including payment for services previously performed.
- 32.8 IWM may also terminate the Contract or suspend or withhold payment if it has a good faith belief that the Contractor has violated, intends to violate, or has caused a violation of any anti-bribery laws. IWM will not be liable for any claims, losses or damages arising from or related to failure by the Contractor of the Contract under this clause, and the Contractor will indemnify and hold IWM harmless against any such claims, losses or damages.

Section 5 – Questionnaire

COMPANY QUESTIONNAIRE – Videotape Digitisation Contract

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:

Section 2: Staffing/Management

12 Please identify the number of staff employed. Please indicate numbers of full-time and part-time staff:

- Director(s):
- Managers:
- Technical:
- Administration:
- Operations:

13 Annual Staff Turnover (in percentage format):

14 Name of Employee responsible for the management of the Contract:

15 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)?
<p>Section 3: Policy/Procedures</p>
<p>16 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.</p>
<p>17 Please provide copies of the following policies:</p> <ul style="list-style-type: none"> • your outline health & safety policy • your outline environmental policy, inclusive of your sustainability policy • your equal opportunities policy
<p>18 Please complete the following with regards to your company's insurance policies:</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>
<p>19 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.</p>
<p>20 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.</p>
<p>21 Do you have a Business Continuity Plan (BCP), or equivalently titled document? If so;</p> <ul style="list-style-type: none"> • what are the key risks and what are the control mechanisms in place?; • how often and to what extent is the BCP tested?; • how is the BCP managed and reviewed by your Board of Directors?
<p>22 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?</p>
<p>Section 4 - References</p>
<p>23 Please provide summaries (no more than two sides per project) of current or recent projects where you have provided similar services</p>

Schedule 6 - Tender Timetable

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

Place Tender Notice	14 July 2016
Tender Returns	2pm – 4 August 2016
Tender Evaluations/Clarifications	5 – 12 August 2016
Interviews (if required)	wc 15 August 2016
Appointment	18 August 2016
Contract Start Date	1 September 2016

Section 7 – IWM Contract Selection Team

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

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Appendix 1 – IWM Exit Form



**IMPERIAL WAR MUSEUM
FILM AND VIDEO ARCHIVE
EXIT FORM / PRESERVATION JOB SHEET**

To:	Order Number:	
	Job Reference:	
	Exit Number:	
Material Supplied	Length	Please supply:
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		Full Frame: <input type="checkbox"/>
		Academy Frame: <input type="checkbox"/>
		Combined: <input type="checkbox"/>
		Mute: <input type="checkbox"/>
		Part Sound:
		Colour:
		Black & White: <input type="checkbox"/>
		35mm: <input type="checkbox"/>
		16mm:
		<input type="checkbox"/>
		Dispatched by courier: <input type="checkbox"/>
		Collected by lab/facility:
Total Number of Items:		Total Length: 0
Items are in good condition in respect of their age unless otherwise stated		<input checked="" type="checkbox"/>

Authorised by:	Dispatched by: (courier)	Received by: (contractor)	On return received by:
	Signature:	Signature:	
Date:	Date:	Date:	Date: