

Form of Tender

Title: Tender for the Provision of Live to Digital research Part II
Ref: ACE 004 ITT

Note: The Bidder is to type the following on its own letter headed paper

Dear Arts Council England

Tender for the Provision of Live to Digital research Part II; Ref ACE 004 ITT: ('the Contract')

Having examined the proposed Contract comprising, we do hereby offer to enter into a Contract with ARTS COUNCIL ENGLAND on the terms and conditions in the said Contract.

We undertake to keep the tender open for acceptance by ARTS COUNCIL ENGLAND for a period of sixty (60) days from the return date.

We declare that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

- a) Collude with any third party to fix the price of any number of tenders for this Contract;
- b) Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

We understand that you are not bound to accept the lowest priced, or any, tender.

Signed:.....

Date:.....

Name:.....

In the capacity of:.....

Duly authorised to sign tenders for and on behalf of:.....

Annex A – Bidder's details

Company Details	
1.	Registered Company Name:
2.	Company Registration Number:
3.	Main Operational address for the service:
	Tele:
	Fax:
	Email:
4.	Address for all contractual correspondence –
	(If one of the above, please specify)
5.	Address for all service management correspondence
	(If one of the above, please specify)
6.	Contacts:
	a. Responsible Person for the Contract
	Tele:
	Fax:
	Mobile:
	Email:
	b. Responsible Person for the Service:
	(If different to the above)
	Tele:
	Fax:
	Mobile:
	Email:
7.	VAT registration Number (if applicable)

Annex B – Transparency requirements

Part I: Transparency

Note: In compliance with the Government's transparency agenda, all Arts Council England contracts over £10,000 (net of recoverable VAT) issued on or after 1 January 2011 will be published on the Government's Contracts Finder website. We are required to publish contracts in full, and as a minimum must publish the specification, terms and conditions and associated schedules (which may include the winning bidder's bid).

In limited circumstances redactions can be made prior to publication to protect certain types of information. Redactions are permitted in line with the exemptions set out by the Freedom of Information Act 2000. Examples of information which may be exempt under the FOIA include: personal data; information amounting to a trade secret; and information which if disclosed would or would be likely to prejudice the commercial interests of any person.

If the Bidder believes redactions ought to be made, these should be identified by the Bidder in the following table on their own letter headed paper. Bidders must provide explicit justification and reasoning for each redaction requested. Arts Council England is responsible for determining in its absolute discretion whether any information is exempt from publication.

Insert Title; Ref: ('the Contract')

Contract clause or section of tender to be redacted	Justifications for redaction

Annex C – Parent Company Guarantee (where appropriate)

Note: To be submitted in full on Contractor's ultimate Holding Company's headed notepaper.

Dear Arts Council England

Insert Title; Ref: ('the Contract')

With reference to the Tender for the above services submitted by [insert name of Bidder] (hereinafter referred to as "the Contractor"), as a condition precedent for and in consideration of the Arts Council England (a non departmental Public Body sponsored by the Cabinet Office) (hereinafter referred to as "ACE") entering into a contract (hereinafter referred to as "the Contract") with the Contractor for the above services, we, as the Contractor's ultimate holding company do hereby enter into the following unconditional and irrevocable undertakings with ACE. These undertakings being on condition that ACE enters into the Contract with the Contractor for the above services and in consideration of the same:

1. The Contractor shall perform all its obligations contained in the Contract;
2. If the Contractor shall in any respect fail to perform the said obligations contained in the Contract or commits any breach thereof we shall ourselves perform on simple demand by ACE, or take whatever steps may be necessary to achieve performance of the obligations under the Contract of the Contractor, and shall indemnify and keep indemnified against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which the Contractor may be liable;
3. We shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by ACE, whether as to payment, time, performance or otherwise;
4. This guarantee shall be unconditional and irrevocable and shall continue in force, notwithstanding any variations or additions to or deletions from the scope of services to be performed under the Contract, until all the Contractor's obligations there under have been performed; and,
5. This document shall be construed and take effect in accordance with English Law and, furthermore, we submit to the jurisdiction of the English Courts.

Signed:.....

.....

Date:.....

Name:.....

In the capacity of:.....

Duly authorised to sign tenders for and on behalf of:.....

Annex D**Part I - Regulation 23 (1) Declaration****Important Notice:**

In some circumstances ACE is required by law to exclude you from participating further in procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question. Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	
(c) the offence of bribery, where the offence relates to active corruption;	
(ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	
d) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:	
(i) the offence of cheating the Revenue;	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	
(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	
(e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;	
(ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; Or	
(eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; Or	
(f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.	

Part II - Regulation 23 (4) Declaration

Important Notice.

ACE is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by ACE in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

ACE is also entitled to exclude you in the event you are guilty of serious misrepresentation in providing any information referred to within regulation 23, 24, 25, 26 or 27 of the Public Contracts Regulations 2006, as amended or you fail to provide any such information requested by us.

Please state 'Yes' or 'No' to each question. Is any of the following true of your organisation?	Answer
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(a) being an individual is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	
(b) being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or	
(c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?	
Has your organisation	
(a) been convicted of a criminal offence relating to the conduct of your business or profession;	
(b) committed an act of grave misconduct in the course of your business or profession;	
(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established; or	
(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established?	