

**LIVERPOOL VISION**

**INVITATION TO TENDER**

**for**

**2018 INTERNATIONAL BUSINESS FESTIVAL**

**EVENT SERVICES – DELIVERY MANAGEMENT**

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# Structure of the Invitation to Tender

This Invitation to Tender (‘ITT’) is divided into a number of specific sections:

**1. Introduction**

**2. Requirement Overview**

High level background to the requirement, specified in more detail in section 4.

**3. Indicative Timetable**

This sets out the dates and times for responding, evaluating, award and service commencement.

**4. Specification of Services or Goods required.**

This section provides the details of LV’s specific requirements and your Response should ensure these are referred to.

**5. Responses required.**

This section sets out the information that you are requested to provide, so that Liverpool Vision can assess, evaluate and select the tenderer that best meets its requirements.

**6. Evaluation.**

This section sets out the criteria, weighting and scoring methodology that Liverpool Vision will use to evaluate Responses.

***Appendix 1 ITT Instructions and Conditions***

***Appendix 2 Terms & Conditions of Contract***

***Appendix 3 Legal Comments Table***

***Appendix 4 Generic Presentation - International Business Festival - November 2017***

***Appendix 5 ECL eguide august 2016***

***Appendix 6 ECL standard exhibitor A-Z***

***Appendix 7 ECL Level 0 Labelled***

***Appendix 7(a) ECL Level 0 Labelled.dwg***

***Appendix 8 ECL Halls Multilayer Plan***

***Appendix 9 ECL Production Rigging Guidance***

***Appendix 10 ECL load-in-load-out-procedure***

***Appendix 11 HD International Business Festival floorplan***

***Appendix 12 HD Creative Concept document***

***Appendix 13 Full Operating Schedule v.3***

***Appendix 14 ECL Meeting Rooms Level 1 Labelled***

***Appendix 15 Level 1 floorplans***

***Appendix 16 ECL Level 2 Labelled***

***Appendix 17 Terrace Suite Capacities***

# Introduction

Liverpool Vision now invites quotations for the services of a Delivery Management Agent for the 2018 International Business Festival. This role will take the Festival design and floorplan as completed by Hemingway Design and oversee the delivery of the advancement, build, operate/maintenance and de-rig.

Your quotation must be fully inclusive of all services required for the Delivery Management Agent to complete the role.

For more information on the above modules, please see section: 4. Specification of Goods or Services required.

Tenderers will need to respond with consideration given to the Indicative Timetable set out in Section 3, Responses Required and Evaluation methods as detailed in Sections 5 and 6 respectively.

Please ensure to refer to all Appendix as necessary.

***NB: Please note that Liverpool Vision retains the right to select one supplier, multiple suppliers (dependent on proven integration capability) or not to award a contract.***

# About Liverpool Vision

Liverpool Vision is a company limited by guarantee, wholly owned by Liverpool City Council.  Its business plan, activities and finances are overseen by a Board of Directors, chaired by the Mayor of Liverpool.  Vision’s purpose is to generate jobs and investment in the city.  It does this by marketing it as a business, investment and leisure location, through the Marketing Liverpool team and by working with the private sector in the city and internationally to generate investment projects.

Liverpool is a global city, one that’s proud of its heritage and culture but also passionate about looking to the future. That makes it an inspiring and exhilarating place to do business.

With a global perspective and exceptional economic strengths, Liverpool is recognised as one of the UK’s leading business destinations. Blue-chips, start-ups, entrepreneurs and emerging talent are attracted to Liverpool by investment opportunities, business benefits and an outstanding quality of life. That’s where we fit in at Liverpool Vision.

Liverpool Vision is the city’s economic development company that integrates economic development and business and enterprise support designed to accelerate the city’s growth and build a sustainable economy.

We are the company creating an environment for growth, generating a long term impact in both the supply and demand sides of the economy. Liverpool Vision also plays a huge role in transforming perceptions of Liverpool, by communicating positive messages about the city to local, national and international audiences, reaching many hundreds of businesses and opinion formers.

Liverpool Vision has three (directorates) related functions:

* Marketing Liverpool.
* Invest Liverpool.
* International Business Festival.

Each directorate is overseen by an experienced director, leading a dedicated team of staff. They are supported by a small support function providing business planning and development services, financial management and human resources skills.

Marketing Liverpool includes the Liverpool Convention Bureau.

You can find out more at the below websites;

[www.liverpoolvision.co.uk](http://www.liverpoolvision.co.uk)

[www.internationalbusinessfestival.com](http://www.internationalbusinessfestival.com)

[www.itsliverpool.com](http://www.itsliverpool.com)

# About the International Business Festival:

The International Business Festival is the biggest event of its kind in the world. Held across nine days over three weeks, the Festival connects globally ambitious businesses with influencers, innovators and industry leaders.

Hosted every two years in its home city of Liverpool, the event gives businesses access to the space, support and expertise they need to take the next step – whether that’s scaling up, building better supply chains or exploring new export markets. Since its beginning in 2014, the International Business Festival has attracted more than 30,000 delegates from over 100 countries, and facilitated more than £600m of additional trade and investment for UK and international companies.

The International Business Festival will return in June 2018, delivered in partnership with the UK government through the Department for International Trade. We are also supported by a range of leading trade and commercial partners including the Confederation for British Industry, HSBC, British Airways, DWF and by our global media partner BBC Worldwide.

Further information and background to the International Business Festival can be found in Appendix 4 - Generic Presentation - International Business Festival - November 2017

# Requirement Overview

Liverpool Vision is now seeking to procure the services of a suitable organisation(s) to act as Delivery Management Agent for the 2018 International Business Festival.

The service will include;

* **Specification Handover from Hemingway Design putting in place all associated delivery planning**
* **Customer Journey planning**
* **Ensure compliance to all H&S, E-Guide requirements etc**
* **Supplier liaison and coordination**
* **Advancement of requirements from all partners and stakeholders**
* **Close liaising with the Festival venue to manage access and operation**
* **Build management**
* **Operational management**
* **De-Rig management**
* **Evaluation participation**

The Delivery Management Agent, will along with the Festival’s Head of Operations & Performance, oversee the project planning and actual delivery of the Festival venue. They will produce a detailed project delivery plan which will include build, delivery and operational schedules; the review of all risk assessment, security, health & safety requirements, and adherence to the venue eGuide.

The submitted response costings must be inclusive of all account and project management and onsite requirement costs.

Further specifications are available in section 4 – Specification of Services or Goods required.

# Indicative Timetable

This timetable is indicative only and LV reserves the right to change it at its absolute discretion.

|  |  |
| --- | --- |
| PIN published | Tuesday 20th October 2017 |
| Publication of ITT | Monday 26th February 2018 |
| Opportunity to raise items for clarification ends | Monday 5th March 2018 @ 2.00pm |
| LV response to clarification requests, posted on LV website, tenders section. | Tuesday 6th March 2018 |
| Return of completed ITT Response to LV | Tuesday 13th March 2018 by 2.00pm |
| Presentation / Interview with shortlisted tenderers may be required. Confirmation will be given to all tenderers on Wednesday 14th March 2018. | Friday 16th March 2018 |
| Indicative award (subject to final due diligence, contract approval) | Friday 23rd March 2018 |
| Contract award notice |  |
| Service Commencement | Immediate upon contract signature |

# Specification of services or goods required

Please see below further, detailed information on the services required by the Delivery Management Agent.

* **Specification Handover from Hemingway Design putting in place all associated delivery planning**

Adapt the current creative document and specification handover from Hemingway Design and create a delivery plan for all aspects of the festival. Would include a detailed project plan of pre-planning, build, operate and de-rig, taking into consideration all requirements from involved suppliers and stakeholders. Ensuring a safe yet inspiring venue is created within the timescales set, with special attention paid to venue evacuation and security measures as required.

* **Customer Journey planning and consideration**

Create a plan of anticipated traffic flow across the venue, highlighting specific points for wayfinding, staffing, access to venue facilities as needed etc. Ensuring access to all areas is safe and adequate throughout with special attention paid to crowd control.

* **Supplier/Stakeholder liaison, coordination & advancement**

Coordinate with all current and future contracted suppliers and stakeholders involved with the Festival, ensuring all involved have updated and adequate information to be able to deliver their aspects of the festival in time, safely and on budget. Liaising closely with venue regarding venue access, all utility requirements such as power and rigging, advancing all requirements and combine to create a single coordinated plan for delivery.

* **Liaising with the Festival venue to manage access and operation and ensure compliance to all H&S regulations, E-Guide requirements etc**

Take full responsibility of ensuring the activities taking place within the festival venue are safe and compliant to all appropriate regulations. Leading on management of risk assessments, venue security etc.

* **Build, operate and de-rig management**

Full management of all aspects of the festival build, operate and de-rig. Working closely with all involved to ensure tight deadlines of opening and de-rig are met.

* **Evaluation and post event**

Assist Liverpool Vision with a detailed and comprehensive evaluation of festival post event. Oversee and manage any issues with venue, suppliers and stakeholders regarding dilapidations post event, assisting with any financial issues as needed.

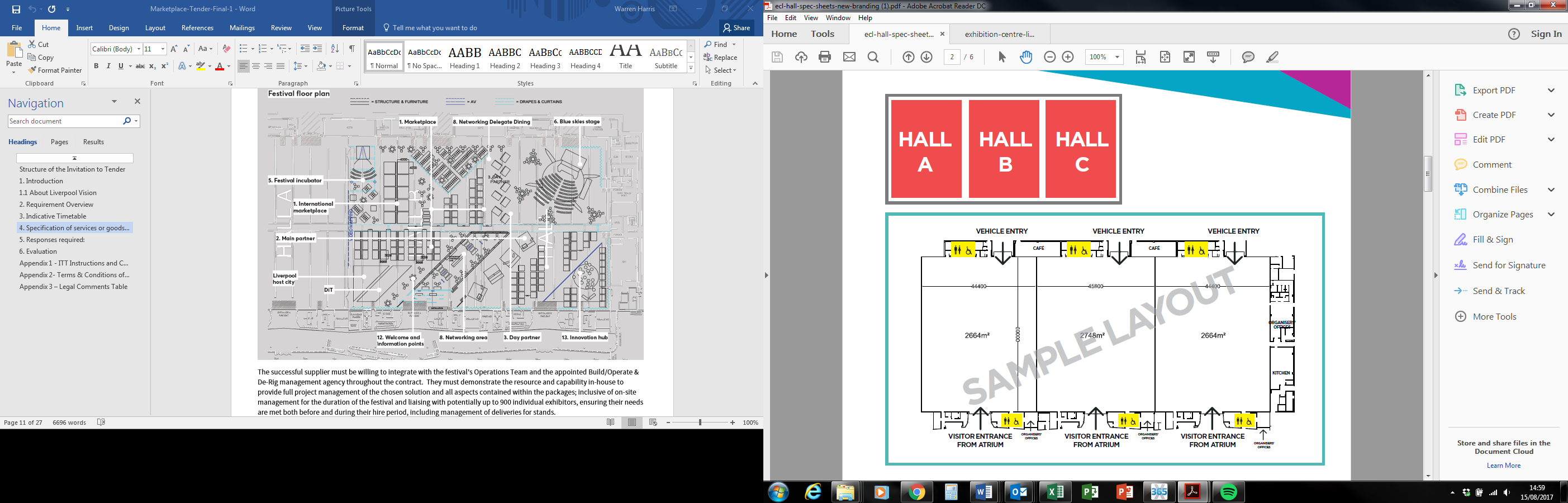
* 1. **Further Information and considerations**

The following information should be considered when submitting your response.

* + 1. **Venue, Rigging & Power**

The festival will be built at the Exhibition Centre Liverpool (ECL), covering all 3 of the Halls of the venue.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Dimensions (m)** | **Size (m2)** | **Height (m)** | **Vehicle Doors** | **Floor loading** | **Roof Loading** | **Power/water** |
| **Hall A** | 60.00 x 45.00 | 2,700 | 10.5 | 4.9m high x 7m wide | 2 tonnes per m2 | Max weight 5 Tonnes per 5M grid | From service duct |
| **Hall B** | 60.00 x 45.00 | 2,700 | 10.5 | 4.9m high x 7m wide | 2 tonnes per m2 | Max weight 5 Tonnes per 5M grid | From service duct |
| **Hall C** | 60.00 x 45.00 | 2,700 | 18 | 4.9m high x 7m wide | 2 tonnes per m2 | Max weight 5 Tonnes per 5M grid | From service duct |



UK Rigging are the venue in-house rigging contractor; they must make the first connection. For the remainder of the rigging works the nominated supplier can continue working with UK Rigging or use an external rigging supplier.

Freemans are the venues in-house exhibition services supplier. They must make the first power pull. For the remainder of the power works the nominated supplier can continue working with Freemans or use an external supplier.

Please refer to the following;

* Appendix 5 - eguide\_august\_2016\_clean\_copy
* Appendix 6 - ECL standard exhibitor a-z
* Appendix 7 - ECL Level 0 Labelled
* Appendix 7(a) - ECL Level 0 Labelled.dwg
* Appendix 8 - ECL Halls Multilayer Plan
* Appendix 9 - ECL Production Rigging Guidance
* Appendix 10 - ECL load-in-load-out-procedure
  + 1. **Festival design**

The Festival has secured the services of Hemingway Design to complete a creative concept brief and design the venue floorplan. The specifications that form the basis of this tender are based on their initial concept designs and may be subject to change once the appointed supplier is in place.

Below is an image of the current Festival floorplan



Please refer to the following;

* Appendix 11 - HD International Business Festival floorplan
* Appendix 12 - HD Creative Concept document
  + 1. **Festival schedule and associated staffing requirements**

The Build & Derig timescales for the 2018 International Business Festival is very strict this year.

There will be multiple suppliers on site and this will not be a conventional build as such careful planning will be needed with extra attention given to Health & Safety issues that may arise working under such conditions and sufficient time allowed to mitigate issues that may arise.

Please also note the Build & De-rig of this event is considered a 24-hour constant operation so consideration should be given to multiple crews working back to back.

There is also a maximum window of 28 hours to de-rig and clear the entire site and correct any venue dilapidations.

Any company that tenders to be the Delivery Management Agent, must be confident and provide evidence that they will be able to ensure the delivery of the festival within these tight deadlines.

Please refer to Appendix 13 - Full Operating Schedule v.3

Where reasonably possible all festival maintenance must be undertaken during assigned maintenance times as set out in Appendix 13 - Full Operating Schedule v.3.

The appointed supplier must ensure there is sufficient staff on-site, throughout the Festival, for the operation and the maintenance of the venue at all times. All travel and accommodation required for staff per Appendix 13 - Full Operating Schedule v.3 must be included in your proposal. Assistance can be given to find suitable accommodation for the onsite team through the Liverpool Convention Beau at reduced rates if available.

* + 1. **Disability Allowance**

All areas of the venue will have reasonable access provided for disabled visitors as required by the Disability Discrimination Act 1995. The Delivery Management agent must ensure provisions are in place throughout the festival to allow full access for all disabled visitors.

* + 1. **Risk Assessment**

There is a legal requirement for all suppliers/stakeholders to produce an event specific risk assessment and method statement under the Management and Health and Safety at Work Regulations (MHSWR) to identify all ‘significant risk’. This should include build-up, operation and de rig. The Delivery Management Agent will be responsible for overseeing this.

* + 1. **Contractor and Suppliers**

The Delivery Management Agent will be responsible for overseeing all supplier and contractor activity onsite throughout the festival. This will also include management of the loading bay, ensuring any vehicle deliveries have submitted their information on the Master Delivery Schedule in advance. All contracted workforce will be required to undertake a Health & Safety briefing before works can commence onsite, this will be coordinated by the Delivery Management Agent.

* + 1. **Dilapidations**

Due care and attention must be undertaken in order to ensure that damages are not caused to the venue, furniture, AV or shell scheme. All suppliers will be liable for all such damages and will be charged accordingly.

Any damages to panels, walls, columns, flooring, shell scheme stands, hire accessories etc within the venue will be repaired at the expense of the relevant parties.

All materials must be cleared during de-rig. Charges will be levied for the removal of any abandoned articles.

* + 1. **Storage and Waste**

There is no storage available at the ECL venue.

All suppliers and stakeholders must ensure that its team and any contractors can remove all waste materials from the venue prior to departure. This includes the removal of production waste (inc. build/de-rig), structures, brochures, tape, paint etc. Absolutely all waste should be removed from site as there is no facility for disposal.

Any costs incurred by Liverpool Vision as a result of your event will be charged back to the appointed supplier. This will be overseen by the Delivery Management Agent.

# Responses required:

Tenderers are invited to respond to the questions set out in this section, having regard for the evaluation criteria weightings set below:

|  |  |
| --- | --- |
|  | |
| Value For Money | 40% |
| Capability and Resource | 20% |
| Approach and Understanding of the Requirement | 20% |
| Flexibility / Innovativeness | 10% |
| Accreditations / Qualifications | 10% |
| Total | 100% |

For more information on evaluation of responses, please see [Section 6 – Evaluation.](#_Evaluation)

Please use the section reference numbering, as this will assist in the evaluation process.

All responses should be submitted in an unmarked sealed envelope, stating “ITT for **THE 2018 INTERNATIONAL BUSINESS FESTIVAL DELIVERY MANAGEMENT AGENT**” and marked for the attention of: Zac Roberts, Procurement, Liverpool Vision, 10th Floor, The Capital, 39 Old Hall Street, Liverpool, L3 9PP.

Please provide 2printed responses, together with an electronic copy contained on a **USB / Memory Device**. This will ensure integrity of the process and allow fair, equal and transparent treatment of responses.

LV appreciate the environmental impact and request therefore that where practical duplex printing on environmentally friendly paper is utilised and that additional materials not directly related are **not** included.

Certain documentary requirements that are indicated by asymbol need only be submitted in electronic format.

If delivering by hand, please be advised that because of a barrier system in a shared building, you will need to ask reception in the Capital Building to phone Liverpool Vision (0151) 600 2900 that your submission has arrived for collection.

Envelopes must **not** indicate the identity of your organisation.

There is an opportunity to ask LV for further information to assist you in the preparation of your responses during the Items for Clarification period. If you have an Item for Clarification, please e-mail Zac Roberts (**zroberts@liverpoolvision.co.uk**) during the opportunity period. Please note that responses to these Items for Clarification from LV may be posted on the LV website rather than a response via e-mail. It is your responsibility to make regular checks of the LV website for updates on these.

Please do not contact any other members of Liverpool vision during the tender process.

***5.1.1 Lots***

Not applicable

***5.1.2 Executive Summary***

Please provide an Executive Summary of your response.

* + 1. ***Evaluation Questions:***

Below, a list of evaluation questions is included within each of the evaluation criteria mentioned. We request that your submission specifically responds to these questions in order to give your organization the optimum chance to secure the highest score.

* + - 1. ***Value for Money***

1. Please provide a full breakdown of proposed costs to deliver the specification described in the **Specification of Goods or Services Required.**

You must ensure costs presented show a full breakdown as well as the **total** cost for the option, inclusive of expenses and exclusive of VAT, with proposed payment profile.

* + - 1. ***Approach & Understanding of the requirement***

1. Please provide a detailed presentation that explains your understanding of the overall requirement for the project.
2. Please provide a full project plan demonstrating how your organisation would provide a solution to the tender. Including approach taken to project management in advance of the Festival, the build, operation and de-rig timeframes as stated in Appendix 13 – Full Operating Schedule v.3. Detailing your suggested reporting methods to keep Head of Operations updated on progress and management method of multiple suppliers/stakeholders.
3. Please provide details of any proposed services that you intend to supply, if any, through sub-contractors. Liverpool Vision will only enter into a contract with the prime service organisation and all and full responsibility for any act whatsoever undertaken by any sub-contractors or other organisation working with the appointed tenderer will be taken by the successful tenderer.
   * + 1. ***Capability & Resource***
4. Please provide a minimum of 3 case studies of previous work, demonstrating your capability in providing a Delivery Management Agent role on a similar scale to the requirements we have stated and on a similar time scale. Images and detailed explanations of contracted requirements needed for all case studies should be provided along with a contact for each.
5. Please provide a full and detailed team plan/organisational chart that would be implemented for this project. A brief profile of each member of staff should be included, detailing role, responsibility and capabilities.
   * + 1. ***Flexibility/Innovativeness***
6. Please describe how you would be able to provide an innovative and flexible solution in providing the requirements for the Festival.
7. Please describe how your company can be flexible in terms of Appendix 13 – Full Operating Schedule v.3. Detailing specific occasions that have included managing multiple suppliers and stakeholders under tight deadlines and in restricted conditions.
8. Please detail your approach to last minute changes and ad-hoc requests.
9. Please detail your approach to ensuring safety and security, detailing your approach to emergency situations. Include any standard procedures you have implemented previously.
   * + 1. ***Accreditations/Qualifications***
10. Please provide details of any accreditations, qualifications or awards you have received.

***5.2 General company information required***

*The following information / requirements will not be scored, but are* ***mandatory;*** *ensuring that we know enough about the companies that we work with and that they are fit for purpose.* ***I****f not satisfied, then LV reserves the right at its absolute discretion not to award a contract irrespective of how the tenderer has scored using the evaluation criteria.*

Please provide a suitable response to the following:

|  |  |
| --- | --- |
| 5.2.1 | Full name of organisation (this should be the name of the organisation acting as prime contractor, where applicable). |
|  |  |
| 5.2.2 | Trading name of organisation (if different from above). |
|  |  |
| 5.2.3 | Date of formation |
|  |  |
| 5.2.4 | Registered number if a limited company (please supply a copy of the certificate of incorporation and any certificate of change of name) |
|  |  |
| 5.2.5 | Registered address of organisation **and** address of principal trading office |
|  |  |
| 5.2.6 | Main Phone number |
|  |  |
| 5.2.7 | Name and contact details in relation to tender preparation |
|  |  |
| 5.2.8 | Address and phone number of office from where business would be conducted in support of this contract, if different from the above |
|  |  |
| 5.2.9 | Full names of all directors / company secretary/ partners/associates or proprietor |
|  |  |
| 5.2.10 | Have any of the persons named in 5.2.9 above, been subject to bankruptcy proceedings or been involved in an organisation which has been subject to liquidation proceedings or had receivers appointed? If yes, please give details. |
|  |  |
| 5.2.11 | Have any of the persons named in 5.2.9 above, been convicted of any criminal offence, apart from minor traffic offence? If yes, please give details. |
|  |  |
| 5.2.12 | Do any of the persons named in 5.2.9 above, have relative(s) who are senior employees of the LV? If yes, please provide details. |
|  |  |
| 5.2.13 | Have any of the persons named in 5.2.9 above, ever been employed by the LV? If yes, please give details. |
|  |  |
| 5.2.14 | If your organisation is a member of a group of companies, give the name and address of the holding company |
|  |  |
| 5.2.15 | Please state the approximate number of employees in your organisation and companies acting in partnership (where relevant), who are specifically engaged in delivering similar services to those proposed by LV. |
|  |  |

*5.3 Financial Information*

|  |  |
| --- | --- |
| 5.3.1 | Please enclose  your organisation’s most recent audited accounts and annual reports. This should include: Balance Sheet, Profit and Loss Account, Full notes to the accounts, Director’s Report/Auditor’s Report. |
|  |  |
| 5.3.2 | If you have submitted accounts for a year ending more than 10 months ago, please confirm that the organisation described in the enclosed accounts is still trading. Also supply a statement of turnover since the last set of published accounts. |
|  |  |
| 5.3.3 | If your organisation’s accounts and annual reports are consolidated into those of your parent company or group, then for each of the last two years please provide for your organisation, your organisation’s turnover, profit before tax and net assets. |
|  |  |
| 5.3.4 | Are there any outstanding claims or litigation against your organisation with regard to systems and / or service delivery? If yes, please give details. |
|  |  |

*5.4 Professional Conduct*

|  |  |
| --- | --- |
| 5.4.1 | Has your Organisation or proposed partners or any employee within these organisations who would be working on this contract, committed a criminal offence relating to the conduct of your business or profession? If so, please provide details. |
|  |  |
| 5.4.2 | Is your Organisation or are your proposed partners currently involved with any legal proceedings (including Arbitration or any other form of alternative dispute resolution) with any other organisations including local authorities? If so, please provide details. |
|  |  |
| 5.4.3 | Are there any issues, current or likely, in relation to your Organisation or proposed partners that may give rise to any conflict of interest? If so, please provide details. |
|  |  |
| 5.4.4 | Please identify any potential conflicts of interest relating to this contract. |
|  |  |

*5.5 Insurance requirements*

The appointed supplier will be required to maintain appropriate levels of insurance in a number of areas and supply copies of relevant policies as  appropriate. Please complete the enclosed table

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Area | Level of cover expected | Level of cover currently held | Level of cover to be provided | Further details |
| Public liability | £10m |  |  |  |
| Employer’s liability | £5m |  |  |  |
| Professional Indemnity | £1m |  |  |  |

Please note that the insurance cover detailed above needs to be in place before activities commence in pursuance of the services required and will not be considered as part of the costs under the contract between LV and the selected supplier.

*5.6 Health and Safety*

The appointed supplier will be required to ensure that all elements of your services are planned and implemented in accordance with best practice set out in the Health and Safety Executive (HSE) Event Safety Guide (the ’Purple Guide’) and other such guidance appropriate to your business, and to provide a specific detailed risk assessment of all Health and Safety issues associated with the service.

Please confirm your acceptance of this.

*5.7 Business Continuity*

The appointed supplier will be required to have in place suitable plan. Please provide  a copy of your organisation’s business continuity plan (“BCP”) and specifically state how this would be applicable to the service requirements of LV.

*5.8 Equal Opportunities*

LV expects all suppliers and contractors to operate within its Equal Opportunity Policy.



Please confirm your acceptance of this.

The appointed supplier will be required to have in place suitable plan and to provide  a copy of its organisation’s policy and specifically state how this would be applicable to the service requirements of LV.

# Evaluation

Tender Responses will be evaluated using the following criteria and weightings:

|  |  |
| --- | --- |
|  | |
| Value For Money | 40% |
| Capability and Resource | 20% |
| Approach and Understanding of the Requirement | 20% |
| Flexibility / Innovativeness | 10% |
| Accreditations / Qualifications | 10% |
| Total | 100% |

Responses, other than Price, will be scored as follows. Intermediate scoring, for example 3.7, is permissible: -

|  |  |  |
| --- | --- | --- |
| 0 | Poor | No response or partial response and poor evidence provided in support of it. Does not give confidence in the ability of the Tenderer to deliver the services. |
| 1 | Weak | Response is supported by a weak standard of evidence in several areas giving rise to concern about the ability of the Tenderer to deliver the services. |
| 2 | Satisfactory | Response is supported by a satisfactory standard of evidence in most areas but a few areas lacking detail/evidence giving rise to some concerns about the ability of the Tenderer to deliver the services. |
| 3 | Good | Response is comprehensive and supported by good standard of evidence. Gives confidence in the ability of the Tenderer to deliver the services. Meets the requirements. |
| 4 | Very good | Response is comprehensive and supported by a high standard of evidence. Gives a high level of confidence in the ability of the Tenderer to deliver the services. May exceed the requirements in some respects. |
| 5 | Excellent | Response is very comprehensive and supported by a very high standard of evidence. Gives a very high level of confidence the ability of the Tenderer to deliver the services. May exceed the requirements in most respects. |

Responses should reflect the services specified and will be evaluated against the response requirements set out in Section 5, on the basis of the above award criteria.

Liverpool Vision reserves the right to contact certain tenderers if clarification of their tender is required.

**Price will be evaluated using the following method:**

40% will be awarded to the lowest cost bid and the remaining Tenderers will be allocated scores based on their deviation from this figure.

For example, if the lowest cost is £40 and another cost is £48 then the lowest cost Tenderer gets 40% (full marks) for cost and the second placed Tenderer gets 33% and so on. (£40/£48 x 40% = 33%).

*The appointed supplier will be expected to have suitable financial stability to undertake these pieces of work and to have insurances and policies in place that are adequate to undertaking payment from public funds. If LV regards responses in section 5 to be unsatisfactory, then LV reserves the right at its absolute discretion not to award a contract irrespective of how the tenderer has scored using the evaluation criteria.*

**Appendix 1 - ITT Instructions and Conditions**

Please note that by submitting a response to this ITT that you agree and comply with all parts of the ITT Instructions and Conditions section.

**1.1 General Instructions**

1.1.1 This document is made available on the condition that the information contained within it is used solely in connection with the competitive process for this ITT and for no other purposes.

1.1.2 Whilst reasonable care has been taken in preparing this document, the information within it does not purport to be comprehensive or to have been independently verified. LV accepts no liability or responsibility for the adequacy, accuracy or completeness of any information stated. No representation or warranty, express or implied, is given by LV or any of its representatives with respect to the information contained herein or upon which this ITT is based. Any liability for such matters is expressly disclaimed.

1.1.3 LV reserves the right, without prior notice, to change, modify, or withdraw the basis of its request and/or to reject all proposals and terminate negotiations at any time. In no circumstance will LV incur any liability in respect of time, effort or costs incurred in regard to either discussions, meetings or time spent in respect of reviewing and/or responding to this document or any subsequent material.

1.1.4 This document is not intended to provide the basis for any investment decision. The recipients of this document must make their own independent assessment of the requirements after making such investigations and taking such professional advice as it deems necessary.

1.1.5 The information in this document shall be kept confidential by the Tenderer and may not be copied, reproduced, distributed or passed to any other persons, at any time, without the prior written authorisation of LV. Ownership in any response to this ITT shall be vested in LV upon delivery of the same and such response shall only be returned at the sole discretion of LV and at the recipient’s cost.

1.1.6 This ITT is not a purchase order and does not constitute an offer capable of acceptance. This ITT does not commit LV or any official of it to any specific course of action. The issue of this ITT does not bind LV or any official of it to accept any proposal, in whole, or in part, whether it includes the lowest priced proposal, nor does it bind any officials of LV to provide any explanation or reason for its’ decision to accept or reject any proposal. Moreover, while it is the intention of LV to enter contract negotiations with the selected Tenderer, the fact that LV has given acceptance to a specific Tenderer does not bind it or any official of it in any manner to the Tenderer.

1.1.7 Without prejudice to any prior obligations of confidentiality you may have, no publicity relating to this ITT or to the acceptance by LV of any ITT response or to the letting of any future contract shall be released by you without the prior written approval of LV.

1.1.8 You shall be deemed to have examined before the submission of your tender response, all the provisions in this ITT as well as regulations and other information relevant to your tender response, and to have fully considered the risks, contingencies, and other circumstances, which could affect the tender response. You shall be responsible for obtaining all information by the making of reasonable and prudent inquiries and, by prior arrangement.

1.1.9 By submitting a Tender Response the Tenderer represents that it has read and understood the ITT. The Tenderer will consider the contents of any submitted tender response as an offer to contract.

1.1.10 Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:

(a)      Revise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner or supplier;

(b)      Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;

(c)      Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

(d)      Canvass LV or any employees or agents of LV in relation to this procurement; or

(e)      Attempt to obtain information from any of the employees or agents of LV or its advisors concerning another Tenderer or Tender; or

(f)       Offer, pay, promise to pay, or authorize the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct themselves in a manner contrary to any anti-bribery or anti-money laundering legislation and/or regulations in the broadest sense (whether issued by the EU, the US, the UN or any other body) or any other such rule or legislation that may apply from time to time.

1.1.11 Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors, and LV and its advisors and Partners. LV reserves the right to disqualify any Tenderer that is guilty of any misrepresentation in relation to its Tender or the tender process.  Any Tenderer who fails to comply with the requirements of this clause may be disqualified from the procurement process at the discretion of LV.

1.1.12 Only information provided as a direct response to this ITT will be evaluated. Information and detail which forms part of general company literature or promotional brochures etc. will not form part of the evaluation process. Marketing material should not be included with your tender response. Supplementary documentation may be attached where you have been directed to do so. Such material must be clearly marked with the name of the organisation and the section to which it relates. All sections must be answered unless advised otherwise.

1.1.13 Please note that LV may require clarification of the answers provided or ask for additional information.

1.1.14 The response should be submitted by an individual of the organisation, company or partnership who has authority to answer on behalf of that organisation, company or partnership.

1.1.15 Should there be any obvious typographical errors or misunderstandings in the ITT documentation then clarification should be sought. However, if the response is found to misrepresent facts, the documents will be deemed void. In the case where the error or misrepresentation is not discovered until after the contract is awarded, we reserve the right to determine the contract and costs incurred by us as a result of the determination shall be recoverable from the Tenderer under the contract.

1.1.16 If applying on behalf of a consortium, please list the names and addresses of all other members of the consortium. Any contract will be entered into with the nominated lead organisation and all members of the consortium, who will in these circumstances each be required to execute said contract together with all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the contract. It will be for members of the consortium to resolve their respective duties and liabilities amongst each other. For administrative purposes, any associated documentation will be sent to the nominated lead organisation.

1.1.17 If sub-contractors are proposed to assist in the delivery of the service, please list the business names, registered offices, addresses and specific areas of service which they will deliver.

1.1.18 It is the responsibility of tenderers to ensure that their tender is delivered not later than the appointed time. LV does not undertake to consider tenders received after that time unless clear evidence of posting is available (i.e. a clear post mark and/or certificate of posting). It should be noted that mail is not delivered directly to the recipient but through a central post room. This may delay receipt of post, and allowances should be made.

1.1.19 Whilst LV is committed to selecting a supplier or suppliers, it reserves the right not to accept any proposals or award the contract.

1.1.20 LV does not bind itself to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise on his tender. The right is also reserved to award more than one contract.

**1.2 In responding to this ITT you specifically agree the following:**

1.2.1 Having examined all parts of the ITT that the supply of the Goods and/or Services to LV will be at the rates/prices as provided. All prices must be quoted on the basis indicated in the accompanying documents, except where the tenderer proposes alternative priced procedures, and should exclude VAT. Discounts for prompt payment should be stated. The basis of the price shall be inclusive of all costs and delivery to LV.

1.2.2 That any other terms or conditions or any general reservations which may be printed on any correspondence emanating from the tenderer in connection with this tender or with any contract resulting from this tender, shall not be applicable to the on-going relationship between LV and the selected supplier(s).

1.2.3 That any contract whatsoever that may result from this tender shall be subject to the laws of England and Wales as interpreted in an English Court.

1.2.4 The prices quoted and all other information supplied in this tender are valid and open to acceptance by LV for a period three calendar months from the tender return date specified in the ITT

1.2.5 The essence of competitive tendering is that LV shall receive bona fide competitive tenders from all companies tendering. In recognition of this principle, any response is declared to be a bona fide tender, intended to be competitive and that you 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.

1.2.6 You declare that you have not done and undertake that you will not do any of the following acts: -

(a) communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender.

(b) enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.

(c) offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

LV may, if requested to do so, disclose the name of any appointed supplier.

In this declaration the word "persons" includes any person and anybody or association, corporate or incorporate. The words "agreement or arrangement" include any such transaction, formal or informal, whether legally binding or not.

**1.3 Freedom of Information**

1.3.1 LV is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).

1.3.2 As part its duties under the Act or EIR, it may be required to disclose information concerning the procurement process or the contract to anyone who makes a request.

1.3.3 If the prospective Tenderer considers that any of the information provided in their response is commercially sensitive (meaning it could reasonably cause prejudice to the prospective Tenderer if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties” together with valid reasons in support of the information as being exempt from disclosure under the Act and the EIR.

1.3.4 LV will endeavour to consult with the prospective Tenderer and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, LV shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. LV will make its decision on disclosure in accordance with the provisions of the Act or the EIR and will only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

**Appendix 2 – Terms & Conditions of Contract**

This appendix contains the terms of LV’s standard Terms & Conditions for services.

By submitting a Response, the Tenderer is agreeing to be bound by the terms of this ITT and the agreements save as in relation to those areas of the agreements specifically highlighted in the response to Appendix 3. As such, if the terms of the agreements render proposals in the Tenderer’s Response unworkable, the Tenderer must submit full details of the unworkable/unacceptable provisions within the Agreement by completing the Legal Comments Table attached at Appendix 3.

Following receipt of this Response, LV will consider whether any amendment to the Agreement is required. Any amendments will be published through a Clarifications Log and will apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to LV, LV will publish the amendment as an alternative to the original drafting. In this case, Tenderer’s should indicate if they prefer the amendment; otherwise the original drafting will apply. Any amendments which are proposed, but not approved by LV through this process, will not be acceptable and may be construed as a rejection of the terms of the Agreement leading to the disqualification of the tender.



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| **Appendix 3 – Legal Comments Table** |
| |  |  |  | | --- | --- | --- | | **Clause/Paragraph /Schedule** | **Summary of Issue** | **Suggested Revisions** | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |