**REQUEST FOR PROPOSAL (RFP)**

**London & Partners (L&P) /Dot London Domains Limited (DLDL)**   
**Dot London Registry Service Provision and Growth**

Date: December 2020

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# INTRODUCTION

This Request for Proposal (RFP) has been prepared by London & Partners Ltd (L&P/we/us/our).

The purpose of this Request for Proposal is to seek offers to supply Dot London Registry Service Provision and Growth.

Persons to whom this Request for Proposal has been sent are invited to submit such offers in accordance with Section 5 Statement of Requirements contained within this Request for Proposal.

This document:

1. States the conditions which govern the Request for Proposal process (section 2).
2. Provides background information about London & Partners (section 3);
3. Describes the services which London & Partners seeks (section 5)
4. Supplier Questionnaire (section 7)
5. Commercial responses (section 8)

# SPECIAL CONDITIONS OF RFP

## Closing Date

RFP Responses should be submitted by email by Tuesday **2nd February 2021** (2359 hours UK time) London & Partners reserve the right to extend this deadline.

## Information to be provided with Request for Proposal

RFP Respondents shall ensure that all information requested in this document is supplied. Failure to provide all the information asked for may render the RFP invalid at the discretion of London & Partners.

## Clarifications

RFP respondents seeking clarifications regarding this Request for Proposal may do so in writing and must be submitted by **20th January 2021**. Clarification responses will be sent to all suppliers ensuring transparency and fairness.

All questions by respondents should be asked in a generic fashion, thus enabling London & Partners to provide a response that can be distributed to all RFP respondents.

The following email address will be the main contact source for all RFP respondents: [procurement@londonandpartners.com](mailto:procurement@londonandpartners.com)

## Notice of Intention / Request for Further Information

You should notify L&P on the address above of your intention to make a submission by **11th January 2021** Failure to notify London & Partners will not eliminate you from submitting a response but may result in having inaccurate information throughout the process.

## Late or Non-compliant Request for Proposal Responses

London & Partners reserve the right to not consider non-compliant or late RFP responses.

## Authority

RFP submissions shall include a signed copy of the Form of Tender. If not provided you will be excluded from this procurement exercise.

## Collusion/ Joint Request for Proposal

RFP submissions shall include a signed copy of the non-collusive certificate. If not provided you will be excluded from this procurement exercise.

## Corrections and Addenda to the Request for Proposal

Corrections and addenda to this Request for Proposal will be provided to all RFP respondents and will form part of this Request for Proposal. RFP respondents must acknowledge in writing receipt of corrections and addenda to this Request for Proposal.

## Notification

Each RFP respondent will be notified in writing from London & Partners of the success or failure of their response.

## Value Added Tax (VAT)

All prices quoted should be in pounds (GBP), excluding VAT and clearly stated as such.

## Standard of Responses

The specifications contained herein are indicative of London & Partners' requirements and any services offered should be of at least the same standard and potential.

## Amendment of Request for Proposal

London & Partners reserves the right to amend this specification and/or any other document prior to the closing date and the amendments will form part of this RFP.

## Withdrawal of the Request for Proposal

London & Partners reserves the right to withdraw this Request for Proposal, or any part or parts of this Request for Proposal, at any time without giving reasons.

## Confidentiality

The RFP respondent and London & Partners (each a “Party”) agrees that it will not at any time, either during or after the RFP process divulge any information in relation to all or any of the other party's affairs or businesses or any fact or matter relating to this RFP process and each of the parties shall use its best endeavours to prevent the publication or disclosure of any information concerning the business of the other party or any of their dealings, transactions or affairs.

## General Conditions of Contract

London & Partners will provide a draft contract template at contract award stage and have planned for detailed negotiations to take place once we have selected our chosen suppliers

## No contract

Neither this Request for Proposal nor any response is intended to constitute an offer to any party. There shall be no contract between London & Partners and any respondent to the RFP unless and until a separate written legally binding agreement is executed by both parties.

## Request for Proposal Costs

London & Partners shall not be responsible for any costs incurred by RFP respondents in complying with this Request for Proposal or in any subsequent discussions or negotiations.

# COMPANY BACKGROUND INFORMATION

## General

London & Partners is a private company limited by guarantee. It is a not-for-profit public private partnership, funded by the Mayor of London and a network of commercial partners.

Our remit is to attract leisure and business visitors to London as well as bidding to secure major events in the capital, attract new businesses (Foreign Direct Investment) and help companies expand. We also promote the capital's universities to international students.

L&P works collaboratively with organisations and businesses in London and across the world. We have extensive networks including fast-growing companies enrolled on the Mayor’s international Business and Business Growth programmes. Alongside a London HQ, we have offices in China, North America, India, France and Germany.

London & Partners employs approximately 200 staff including an in-house marketing team of 50+ people including brand and design, social media, paid media, software development and editorial specialists.

Dot London Domains Limited (DLDL) is a wholly owned subsidiary of London & Partners. DLDL is the registry operator for Dot London, the internet domain for London, launched in 2014. DLDL’s goal is to build the trusted TLD (top level domain) for London, operated in the public interest, through a commercial business model which reinvests profits for the benefit of London.

2021 is a year of opportunity and challenge for London & Partners as we help London respond to the impact of Covid 19. It also marks a new 3-year strategy cycle which will include added focus on commercial activities to increase the scale and impact of our work. This means a thorough re-evaluation of the role of Dot London in our portfolio and makes this a fitting moment to review and refresh our partnerships in this area.

For more information visit [www.londonandpartners.com](http://www.londonandpartners.com)

Potential respondents should be aware that London & Partners is subject to public accountability responsibilities in terms of annual reporting to Greater London Authority, which may apply to any contract resulting from this tender process.

# Current Situation

The successful set up, launch and current operation of Dot London is the result of a contract with Minds + Machines (MMX) which comes to an end on 31 August 2021. DLDL outsourced the technical operation of the registry to MMX. In 2017, MMX appointed Nominet to manage the registry back-end, with DLDL’s full approval.

**Current Registry Size and Composition (as of 30 November 2020)**

|  |  |
| --- | --- |
| Standard domains under management (DUM) | 49,458 |
| Premium DUM | 2,199 |
| **TOTAL DUM** | **51,657** |

**Reserved Premium Domains**

L&P holds a selection of domains including some potentially high value – either to be used in-house, developed in partnership or sold off. Assessment and activation of these options should be covered by Lot 2 of this procurement.

# Specification

In line with L&P’s commitment to fairness and transparency, DLDL is undertaking a review and procurement. The aim is to:

1. Maximise profit from Dot London as a valuable and sustained income stream to support L&P’s work to benefit London.
2. Continue to manage the registry effectively, in line with ICANN regulation and industry best practice.
3. Grow the registry and increase awareness of DLDL among potential customers.
4. Align Dot London with L&P’s mission and strategy.

The requirement is split into 2 Lots. DLDL invites individual suppliers to bid for both, or to combine with another for a joint bid. DLDL will contract a single entity/prime partner. Therefore, there will be one contracting authority, while all details of sub-contracted suppliers will need to be made clear before contract award.

The goal of this 2-lot approach is to achieve price transparency around registry services in Lot 1. DLDL welcomes innovative and robust proposals to grow the registry, as per Lot 2.

**Lot 1 Registry Services**

The registry service provider will provide DLDL with all necessary services to comply with its obligations to ICANN (exc. payment of ICANN fees) with the common goal of running a successful, reliable, professional and secure Dot London registry. Suppliers for Lot 1 must be currently operating one or more new gTLDs and be eligible for the ‘faster track’ Material Subcontracting Arrangement outlined by ICANN here: <https://www.icann.org/resources/material-subcontracting-arrangement>

The RSP will:

* Transition from current to new provision as required within an 18-week period (see also transition below)
* Operate the TLD in a stable and secure manner
* Conduct the business of DL in a professional and secure manner
* Supply data, reports and technical assistance to enable DLDL to manage and grow the registry including monthly reports provided directly to ICANN in a timely manner
* Maintain good working relationships with ICANN-accredited registrars
* Subscribe and comply with the ICANN Registry Code of Conduct
* Maintain and develop Dot London policies
* Maintain public customer service including complaint handling and dispute resolution
* Provide abuse policy maintenance and enforcement
* Agree a service level agreement regarding secure and timely communication with DLDL
* Be responsible for the collection and payment of revenue to DLDL under the commercial terms (see also flow of funds and payment arrangements)
* Any other essential and reasonable services and information related to technical and ICANN-complaint registry operation as identified during procurement.

**Lot 2 Registry Growth**

* Provide customer-centric, evidence-based recommendations to grow the registry and increase profit. To include: pricing strategy, promotions with registrars, marketing ideas and plans, domain brokers, use/sale of reserved premium domains, and other existing and new business opportunities including bidding for additional TLDs
* DLDL will contribute marketing budget on an ROI basis i.e. income directly or reasonably attributed to the marketing activity should exceed marketing spend including all research, testing and evaluation costs within a defined period
* Marketing partnerships, leveraging the Dot London and London master brands, will be also considered, again with a focus on ROI
* Operation and growth of owned channels (website and social media) could be shared or managed entirely by DLDL
* Brand development could be a joint enterprise or managed entirely by DLDL. (All marketing assets and public communications must be approved by DLDL).

**Pricing Models**

Pricing Model 1 (required) – unit pricing

For Lot 1 - Respondents must provide a **per transaction flat fee option** for the services in Lot 1.

For Lot 2 - Respondents should outline the nature of services available and detail:

* Any elements available at no extra cost, and extent of same
* Pricing schedule for additional services.

The purpose of Model 1 is to provide price transparency and enable direct comparison between suppliers especially for Lot 1, a more standardised service.

Pricing Model 2 (optional) – share of income

% of the wholesale transaction fee to cover both Lots.

The purpose of Model 2 is to provide a direct, shared incentive for DLDL/supplier to grow the registry together.

Pricing Model 3 (optional) – bespoke partnership

Bespoke partnership proposals will be considered here. These may include revenue guarantees, marketing budget contributions etc.

**Transition**

L&P/DLDL recognises that any migration requires cooperation from parties outside the successful respondent’s control. However, robust planning, adequate resourcing and effective project management is expected to mitigate the risk of unplanned delay.

Any costs specifically associated with transition must be clearly itemised in the financial submission.

**L&P Contribution**

DLDL pays quarterly fees directly to ICANN and will continue to do so under the new arrangement unless a compelling case is made to change this. These costs should therefore not be included in the financial submission.

As noted above, L&P/DLDL has access to considerable marketing expertise and delivery capacity as well as relevant networks. Marketing resources will be released on an ROI basis at a level of L&P’s choosing.

**Diversity, Inclusion and Sustainability**

L&P is an equal opportunities employer. We promote London in a way that emphasises London’s values as an open, tolerant, diverse, innovative and progressive city. We expect companies we work with not undertake any activity or behaviour which could damage the reputation of London, London & Partners or the office of the Mayor of London.

London & Partners is committed to promoting greater environmental sustainability by considering environmental aspects, where appropriate, when choosing goods and services to be purchased. London & Partners will, wherever practical and economical, follow the Mayor’s Green Procurement Code.

The key objectives are to minimise the environmental risks to our employees and the community in which we operate by:

* Conducting our operations so as to fully comply with all applicable laws and regulations.
* Continuously improving our businesses processes to ensure that they use the minimum level of energy and materials consistent with achieving our business objectives.
* Minimising the production of waste by developing a sustainable purchasing policy, and by encouraging the reuse and recycling of materials.
* Carefully selecting the products and services we use to ensure that they have the minimum impact of the environment consistent with achieving our business objectives.
* Involving London & Partners’ employees in environmental stewardship through job responsibilities and training.
* Minimising the impact of our work-related travel.
* Reviewing our Environment Management System annually

Respondents should therefore outline any commitments, plans and available metrics in this area in relation to the services being procured.

**Forward Look**

A (delayed) second release of gTLDs’s is planned for 2023/24. DLDL may bid for additional domains to protect and expand its market position. A robust business case will be required in 2021/22. The successful respondent will ideally help prepare this business case. However, an additional procurement process may be required for any bid that results.

**RFP Timetable**

|  |  |
| --- | --- |
| Request for Proposal Issued | Tuesday 22 December 2020 |
| Clarification Deadline | Wednesday 20th January 2021 |
| Final Response to Clarification | Wednesday 27th January 2021 |
| Deadline for Proposal Responses | **Tuesday 2 February 2021** |
| Evaluation | 3 February – 19 February 2021 |
| Clarification Presentations | W/C 22nd February 2021 |
| Contract Awarded | Friday 26th February 2021 |
| Contract Negotiations | March 2021 |
| Initial Project Meeting | March 2021 |
| Transition Planning (as required) Commences | 1 April 2021 latest |

This procurement is intended to follow the timeline above but may be subject to change

## Term and Termination

Contract will be for a period of 3 years with the option to extend for two periods of one year (3 years plus 1, plus 1)

## Payment Arrangements

**Flow of Funds:** Currently registrar payments are managed by MMX and paid directly into DLDL accounts. This flow is a strong preference however alternatives will be considered and should be detailed in the response.

**Current flow**

Stage 1 - Sale: Registrant purchases a .london domain from a registrar

Stage 2 - Payment: DLDL invoices registrar in arrears at the end of the month (post-payment). RSP manages billing process on behalf of DLDL.

Stage 3 - Revenue and Transfer Reconciliation: RSP issues monthly statement to DLDL -> DLDL validates statement and makes any payments due

London & Partners payment terms are 30 days from the receipt of an invoice following receipt of goods or services.

All RFP respondents must agree to provide invoices in a format which is suitable for London & Partners. London & Partners preference is to pay its accounts by electronic funds transfer (EFT) direct to the nominated bank account of the supplier.

RFP respondents should state any discounts they offer for early settlement.

Prices provided by RFP Respondents are to be quoted in British Pounds and remain valid over six months. In addition, London & Partners reserves the right to purchase extra proposed options over time.

# Evaluation criteria

All responses will be assessed only against the criteria published below, arranged in no particular order of priority. Respondents are advised in their own interest to address the criteria suitably to enable an accurate assessment to be made of their submission.

We will invite up to 5 of the top scorers in to clarification meetings on the week commencing 22nd February 2021. The purpose of these meetings will be to clarify the responses you provided in your written proposal.

The submissions will be evaluated against the following evaluation criteria:

Evaluation weighting

* Technical competence 40%
* Price 60%

We will score each lot on this basis and then combine each lot score to achieve a final mark.

Lot 1 Final score will be weighted to 65% and the Lot 2 Final Score will be weighted to 35%

Example

You score 80 overall for Lot 1 and 60 overall for Lot 2, this means your total is 140.

Lot 1 Total Score is 65% of 140 = 91

Lot 2 Total Score is 35% of 140 = 49

We will score before presentations and then re-visit our scores after this stage to produce our final score.

|  |  |
| --- | --- |
| Mark | Comment |
| 0 | Failed to provide confidence that the proposal will meet the requirements. An unacceptable response with serious reservations. |
| 1-3 | A Poor response with reservations. The response lacks convincing detail with risk that the proposal will not be successful in meeting all the requirements. |
| 4-6 | Meets the requirements – the response generally meets the requirements, but lacks sufficient detail to warrant a higher mark. |
| 7-9 | A Good response that meets the requirements with good supporting evidence. Demonstrates good understanding. |
| 10 | An Excellent comprehensive response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses resulting in a high level of confidence. |

Price calculations will be as follows:

The maximum marks available for this part of the Tender will be **60%** and will be awarded to the lowest price Tender submitted. The remaining Tenderers will receive marks on a pro rata basis from the cheapest to the most expensive price.

The total price submitted by the Tenderer as part of the Pricing Document will be used for the purpose of this evaluation.

The calculation used is the following:

Score = Lowest Tender Price     x 60 (Maximum available marks)

               Tender Price

For example, if three Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

Tenderer A Score = £3000/£3000 x 60 (Maximum available marks) = 60

Tenderer B Score = £3000/£5000 x 60 (Maximum available marks) = 36

Tenderer C Score = £3000/£6000 x 60 (Maximum available marks) = 30

# Company Information

|  |  |  |
| --- | --- | --- |
|  | Potential supplier information | |
|  | Question | Response |
|  | Full name of the potential supplier submitting the information |  |
|  | Registered office address (if applicable) |  |
|  | Registered website address (if applicable) |  |
|  | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
|  | Date of registration in country of origin |  |
|  | Company registration number (if applicable) |  |
|  | Charity registration number (if applicable) |  |
|  | Head office DUNS number (if applicable) |  |
|  | Registered VAT number (if applicable) |  |
|  | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
|  | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
|  | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
|  | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
|  | Trading name(s) that will be used if successful in this procurement |  |
|  | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
|  | Are you a Small, Medium or Micro Enterprise (SME)? | Yes ☐  No ☐ |
|  | Details of Persons of Significant Control (PSC), where appropriate:  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more.  (Please enter N/A if not applicable) |  |
|  | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
|  | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

# Procurement Questionnaire

This section contains questions that you must answer. The responses to these questions will contribute to your scores for the quality aspect of the bid. They have been split into Lot 1 and Lot 2 and you must respond within the word count. There are also additional questions listed below that you must acknowledge as part of your response.

**Pass/Fail Question**

Suppliers for Lot 1 must be currently operating one or more new gTLDs and be eligible for the ‘faster track’ Material Subcontracting Arrangement outlined by ICANN here: <https://www.icann.org/resources/material-subcontracting-arrangement>

**Information Questions**

1. Disclosure if you have had an RSP contract terminated due to a service breach?
2. Number of any **reportable security breaches** related to general business operation in the last 5 years e.g. In UK, a GDPR breach requiring notification of Information Commissioners’ Office. We will request a copy of your IT Security policy (or equivalent) at the shortlisting stage.

**Lot 1 Scored Questions**

|  |  |  |  |
| --- | --- | --- | --- |
| **Understanding of Lot 1** | | | |
| **8.1** | Please tell us about your understanding of the purpose of Lot 1 and how you plan to deliver against this opportunity, and the services required by L&P.  *(Maximum word count 2,500)* | **Weighting**  **30%** | |
| *Enter response here:* | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Methodology** | | | |
| **8.2** | Please outline the methodology you are planning to use to deliver this project as outlined in the Specification? We will only be contracting with one authority so how do you plan to deliver on both lots and if you intend to sub-contract how will this work?  *(Maximum word count 3,500)* | **Weighting**  **15%** | |
| *Enter response here:* | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Team** | | | |
| **8.3** | Please tell us about the team that will be working on this project and what relevant experience/skills they have which will help deliver this project successfully? Please also confirm the level of involvement from each member.  *(Maximum word count 2,500)* | **Weighting**  **20%** | |
| *Enter response here:* | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial Management Flow** | | | |
| **8.4** | Provide detail of your proposed Financial Management Flow in relation to section 5.2  *(Maximum word count 2,500)* | **Weighting**  **10%** | |
| *Enter response here:* | |

|  |  |  |
| --- | --- | --- |
| **Case Studies** | | |
| **8.5** | Please provide 1 or 2 case studies relating to the operation of registries comparable to, or larger than, Dot London covering both **operation and growth** including the number of Contractual Compliance notifications received for the domain over the last 5 years (or since launch if shorter).  *(Maximum word count 2,500)* | **Weighting**  **25%** |
| *Enter response here:* | |

LOT 2 QUESTIONS

|  |  |  |  |
| --- | --- | --- | --- |
| **Understanding of Lot 2** | | | |
| **8.6** | Please tell us about your understanding of the purpose of Lot 2 and how you plan to deliver against this opportunity, and the services required by L&P.  *(Maximum word count 2,500)* | **Weighting**  **30%** | |
| *Enter response here:* | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Registry Growth** | | | |
| **8.7** | For Lot 2 please advise of the top 3 opportunities/ideas to grow the registry including one detailed ROI-focussed activation with full cost and growth projection.  *(Maximum word count 2,500)* | **Weighting**  **30%** | |
| *Enter response here:* | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Team** | | | |
| **8.8** | Please tell us about the team that will be working on this project and what relevant experience/skills they have which will help deliver this project successfully? Please also confirm the level of involvement from each member.  *(Maximum word count 2,500)* | **Weighting**  **30%** | |
| *Enter response here:* | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Sustainability** | | | |
| **8.9** | What is your approach to sustainability? How do you manage the environmental impact of your services?  *(Maximum word count 2,500)* | **Weighting**  **10%** | |
| *Enter response here:* | |

# Commercial Submission

Financial Submission –

Bidders should refer to the “Pricing Schedule” document which accompanies this RFP document for this section. We have made reference to the pricing models in section 5, but for your ease of reference you can see them below.

**Pricing Models**

Pricing Model 1 (required) – unit pricing

For Lot 1 - Respondents must provide a **per transaction flat fee option** for the services in Lot 1.

For Lot 2 - Respondents should outline the nature of services available and detail:

* Any elements available at no extra cost, and extent of same
* Pricing schedule for additional services.

The purpose of Model 1 is to provide price transparency and enable direct comparison between suppliers especially for Lot 1, a more standardised service.

Pricing Model 2 (optional) – share of income

% of the wholesale transaction fee to cover both Lots.

The purpose of Model 2 is to provide a direct, shared incentive for DLDL/supplier to grow the registry together.

Pricing Model 3 (optional) – bespoke partnership

Bespoke partnership proposals will be considered here. These may include revenue guarantees, marketing budget contributions etc.

**Transition**

L&P/DLDL recognises that any migration requires cooperation from parties outside the successful respondent’s control. However, robust planning, adequate resourcing and effective project management is expected to mitigate the risk of unplanned delay.

Any costs specifically associated with transition must be clearly itemised.

Costs shall be fully inclusive (ie inclusive of all travel costs, subsistence, accommodation etc)

# Non Collusive Tendering Certificate

To: XXXXX

The potential supplier warrants that this is a bona fide Tender and:

1. We certify that this proposal is submitted in good faith and that we have not fixed or adjusted the proposal by or under or in accordance with any agreement or arrangement with any other person or party. We also certify that we have not, and we undertake that we will not, before the award of any contract do the work:

a) communicate to any person other than L&P Limited, or a person duly authorised on their behalf the Tender amount or approximate amount of the Tender or proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;

b) pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person(s) for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the work, any act or thing of the sort described at 1 or a) above;

c) tried to obtain information about anyone else’s bid or proposed bid;

d) made arrangements with anyone else about whether or not they must bid except for the purposes of forming a joint venture to bid for this work.

2. We certify that the prices in this Tender have been arrived at independently without communication, consultation, agreement or understanding for the purpose of restricting competition with any other potential supplier or competitor.

3. We certify no attempt has been made or will be made by the potential supplier to induce any other person or firm to submit or not submit a Tender for the purpose of restricting competition.

4. We agree that L&P may, in consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Definitions in this Certificate:

"Person(s)" includes any person(s) and anybody or association corporate or unincorporated;

"any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and

"the work" means the work in relation to which this proposal is made.

Dated this . . . . . . . . . . . . . . . . day of . . . . . . . . . . . . . . 2019

Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

## Form of Tender

To: **London & Partners**

**2 More London Place**

**London**

**SE1 2RR**

Date: [*Tenderer to insert date*]

Tender for *(insert name of tender)*

Having read carefully the Request for Proposal for ***(insert name of tender)*** (the “RFP”) and all other Procurement Documents issued by or on behalf of L&P in connection with that RFP, and being fully satisfied in all respects with the requirements of that RFP (including the Contract set out in Section 4 of Part A of the RFP):

1. I/We hereby offer to provide the Services specified in the Specification set out in Section 1 sub-section 5 of Part A of the RFP and to perform the contract in accordance with the Contract set out in Section 4 of Part A of the RFP and our Tender (including, without limitation, the Pricing Schedule annexed to this Form of Tender).
2. I/We confirm that if our Tender is accepted I/we will upon demand:
   1. produce evidence that all relevant insurances and compliance certificates required by the Procurement Documents issued by or on behalf of L&P in connection with the RFP (including, without limitation, the Contract) are in force; and
   2. execute the Contract Documents in the form attached to the RFP.
3. We agree that my/our Tender shall constitute an irrevocable unconditional offer which may not be withdrawn for a period of not less than 90 days from the date hereof.

Unless and until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof, shall (subject to any period of standstill) constitute a binding contract between us.

We understand and acknowledge that L&P is not bound to accept any Tender.

This Tender shall remain open for acceptance by **L&P** for a period of not less than 90 days after the due date for return of Tenders specified in the **RFP**.

I warrant that I have all the requisite corporate authority to sign this Tender.

Signed for and on behalf of [*insert name of Tenderer*]:

Signature:

Name:

Date:

PLEASE NOTE – Failure to sign this Form of Tender will result in the rejection of your Tender.