**GWE Business West**

International Travel Support Services

**INVITATION TO TENDER (ITT)**

Date: 13 November 2019

Contents

[Section 1 Instructions for Tenderers 1](#_Toc518394369)

[1. Introduction 1](#_Toc518394370)

[2. Purpose of the ITT 2](#_Toc518394371)

[3. Terms of Agreement & Commencement 2](#_Toc518394372)

[4. Submission of Tenders 3](#_Toc518394373)

[5. Tender Process Timetable 4](#_Toc518394374)

[6. Amendments of ITT Documents Timetable Changes 4](#_Toc518394375)

[7. Evaluation Approach 5](#_Toc518394376)

[8. General Notices 7](#_Toc518394377)

[9. Complaints Regarding the Procurement Process 9](#_Toc518394378)

[10. Confidentiality and Ownership 9](#_Toc518394379)

[Section 2 scope of works 10](#_Toc518394380)

[1. The Technical Requirement 10](#_Toc518394381)

[Section 3 response form 13](#_Toc518394382)

[1. Details of your Organisation 13](#_Toc518394383)

[2. Grounds For Mandatory Rejection (Regulation 57, The Public Contracts Regulations 2015) 17](#_Toc518394384)

[3. Grounds for Discretionary Rejection (Regulation 57, The Public Contracts Regulations 2015) 22](#_Toc518394385)

[4. Economic and Financial Standing 24](#_Toc518394386)

[5. Technical and Professional Ability 27](#_Toc518394387)

[6. Declaration and Signature 36](#_Toc518394388)

[7. Financial Proposal 37](#_Toc518394389)

[8. Non-Collusive Tendering Certificate 38](#_Toc518394390)

[9. References 39](#_Toc518394391)

[Section 4 ANNEXES 41](#_Toc518394392)

[ANNEX1: Business West Standard Terms & Conditions of Purchase 41](#_Toc518394393)

[ANNEX 2: ITT Tender Submission Score Sheet 55](#_Toc518394394)

[ANNEX 3: Example Visit Itinerary 56](#_Toc518394395)

# Section 1 Instructions for Tenderers

# Introduction

GWE Business West Ltd (Business West) is seeking to appoint a provider (or providers) of travel services, that can support selected small and medium sized enterprises (SMEs) who operate from the United Kingdom to visit South Korea with the aim of forming research and technology based collaborations. Proposals are welcomeusing the Open Procedure as defined in the Public Contracts Regulations 2015.

Business West requires the information sought in this Invitation to Tender (ITT) from applicants responding to the Opportunity published on Contracts Finder ‘International Travel Services’.

Assessment of tender responses will be in three stages:

* **Stage one** will be an assessment that all the required documentation has been submitted. Suppliers who successfully complete this stage will move onto stage two.
* **Stage two** will be an assessment of the selection criteria. Only Suppliers, who complete this stage successfully, will have their complete Tender considered by the evaluation panel.
* **Stage three** is an assessment of the award criteria.

Business West intends to award any Contract based on the most economically advantageous tender (MEAT). Business West will not be bound to accept the lowest price of any Tender submitted, but will be looking to ensure the correct balance between quality, effectiveness and price.

In order for the selection and award process to allow the commencement of delivery, Business West reserves the right to examine tenders before verifying the absence of grounds for exclusion and the fulfilment of the selection criteria, permitted for Open Procedures under Regulation 56 (3) of Public Contracts Regulations 2015. Stage two and three described above will be carried out in parallel.

The contract (contracts) will be awarded for a period of approximately 3 months commencing 16th December 2019.

* 1. **Contracts and Subcontracting**

Applications from single organisations or consortia will be accepted. Where a consortium approach is proposed, a prime contractor or consortium leader with a legal entity must be clearly identified. The prime contractor or consortium leader will be solely responsible for the contract on acceptance. Business West will require signed letters of confirmation from each of the consortium members/partners acknowledging their participation.

All information requested should be given in respect of the proposed prime contractor or consortium leader. In addition, relevant information should also be provided in respect of consortium members and sub contractors who will play a significant role in the delivery of services under any ensuing contract. Responses must enable Business West to assess the overall service proposed.

Where the proposed prime contractor is a special purpose vehicle or holding company, information should be provided as to the extent to which it will call upon the resources and expertise of its members.

Business West recognises that arrangements in relation to consortia may be subject to future change. Applicants should therefore respond in the light of such arrangements as are currently envisaged.

# Purpose of the ITT

The purpose of this ITT is to:

1. 1. Receive competitive tender returns for evaluation.
   2. Enable suppliers to describe their approach to providing the International Travel Services outlined in the Scope of Works.
   3. Enable Business West to select suitably qualified and experienced provider to deliver the support for SME’s to enter selected international markets to achieve growth.

# Terms of Agreement & Commencement

* 1. It is anticipated that the contract issued as a result of this procurement process will be awarded for the period 17 December 2019 to 25 March 2020.
  2. The contract award is subject to satisfactory performance. Business West reserves the right to terminate the contract should the required International Trade Support Services not meet the needs of Business West or the allocation of financial resources makes continuation not viable.

# Submission of Tenders

* 1. The closing date for receipt of Tenders is 12:00 hrs GMT11 December 2019. Tenders received by Business West after this time may be rejected and returned unopened to the Tenderer.
  2. Tenderers should submit a completed ITT Response Form (Section 3) adhering to any word limits provided. Tenderers’ Technical Proposals should demonstrate detailed knowledge and understanding of Business West’s requirements as specified in [Section](#_Section_II:__1) 2 (Scope of Works). Tenderers should ensure their Financial Proposals are within the budgets provided in [Section 2](#Lots).

Tenderers are requested to supply completed ITTs as follows:

* 1. One soft copy: submitted via email on 11 December 2019, no later than 12.00 hrs GMT. (Please ensure the soft copy contains all annexes and attachments)

**Email**: procurement@businesswest.co.uk

**Title**: ITT for Provision of International Travel Services

**AND**

**THE DEADLINE FOR RECEIPT OF ITT RESPONSES IS 12:00 HRS GMT ON** 11 December 2019

Should any response be received after the deadline applicant this will be recorded and the application may be rejected.

* 1. **Clarification questions** - Any questions relating to the clarification of any aspect of this ITT must be made in writing via email:

**To:** *Paul Coopey*

**Email:** *paul.coopey@businesswest.co.uk*

**Subject:** ITT for Provision of International Travel Services

Received no later than: 12:00 hrs GMT on 2 December 2019

Business West will post responses to such requests on the Business West website (including a description of the enquiry without identifying the source) on or before4 December 2019

. [Tender Opportunities | Business West](http://www.businesswest.co.uk/about/tenders)

* 1. Any effort by a Tenderer to influence Business West or the Issuers in the process of examination, evaluation and comparison of Tenders, or in decisions regarding the award of a Contract, shall result in the rejection of the Tenderer’s offer. Tenderers must sign the Tender Declaration at Section 3.6 and the Non Collusive Tendering Certificate at Section 3.8 These declarations should be signed as follows:
  + Where the Tenderer is in a partnership, a duly authorised partner.
  + Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose; and the status of the signatories within the organisation indicated.
  + Where the Tenderer is a consortia, by one director from the lead body and one director or duly authorised person from each member of the consortia.
  1. Incomplete or inadequate responses, lack of response to an item or items, or misrepresentation in responding to this documentation may result in rejection of a Tenderer’s offer.

# Tender Process Timetable

|  |  |
| --- | --- |
| **Action** | **Target Date for Completion** |
| Contract Notice published | *14 November 2019* |
| Deadline for receipt of written ITT clarification questions from Tenderers (by 12:00 hrs GMT) | *29 Novmber 2019* |
| Responses to ITT clarification questions  (by 12:00 hrs GMT) | *4 December 2019* |
| **Closing date for receipt of Tenders**  (by 12:00 hrs GMT) | *11 December 2019* |
| Evaluation | *12 December 2019* |
| Notification of award | *16 December 2019* |
| Signing of Contract | *20 December 2019* |
| Commencement | *23 December 2019* |

# Amendments of ITT Documents Timetable Changes

* 1. At any time prior to the submission of Tenders, Business West may amend the Tender document by publishing an addendum on the Business West website.
  2. It will be assumed that the information contained in the addendum will be taken into account by the Tenderer in the preparation of its response.
  3. To give Tenderers reasonable time in which to take account of the amendment in the preparation of its offer, Business West may, at its discretion, extend the deadline for the submission of Tenders.
  4. The discretion of Business West to extend the deadline for the submission of Tenders may be exercised at any time up to the advertised date and time of closing.

# Evaluation Approach

* 1. Tenders will be evaluated by the Tender Evaluation Panel in order to identify the most economically advantageous tender (MEAT). Specifically for this contract, Business West will be evaluating Tenders on the basis of:

80% Quality of Technical Proposal

20% Price of Financial Proposal

* 1. Business West may award the Contract to the Supplier that achieves the highest overall score (Price/Quality) being weighted as above and combined.
  2. **Stage One** – Pass/Fail Submissions

All Tender submissions will be reviewed for completeness. Tenders will be disqualified if you do not submit a fully completed RESPONSE FORM (Section 3).

Non receipt of the requested soft copy by the date stated in Para 4 will also result in the tender being disqualified

Additionally, the following are critical requirements. Responses will be scored on a Pass/Fail basis. The outcome will determine whether a supplier remains in the procurement process:

|  |
| --- |
| Mandatory Exclusions |
| Compliance with Terms & Conditions of Purchase |
| Price quoted is less than maximum requested |
| Ability to perform activity from proposed Start Date |

* 1. **Stage Two** – Selection Criteria

An assessment of the Tenderer’s suitability to perform the contract based on qualitative information about professional activity, economic and financial standing, and technical and professional ability (Experience, Staffing & Standards).

* 1. **Stage Three** – Award Criteria

An assessment of how the tenderer intends to deliver the contract (Technical Proposal, Approach to Work & Finance Proposal).

* 1. Business West, in order to facilitate the timely evaluation and award process, reserves the right to examine tenders before verifying the absence of grounds for exclusion and the fulfilment of the selection criteria, permitted for Open Procedures under Regulation 56 (3) of PCR2015. Stage two and three described above will thereby be conducted in parallel.
     1. **Quality of technical proposal**

The Technical Proposal will be evaluated against the Scoring Matrix below. Please note that individual question responses are not equally weighted, the weighting used for each question is stated in Score Sheet (Annex 2).

* + - 1. **Technical Proposal**

**Table – Scoring Matrix for Quality Service Delivery**

|  |  |  |
| --- | --- | --- |
| **Response** | **Score** | **Definition** |
| No Response or failed response | 0 | Not completed or completely fails to meet the requirements. |
| Very Poor | 1 | Most or all of the requirements have not been met, contains significant shortcomings or is inconsistent with other proposals. |
| Poor | 2 | Some of the requirements have not been met or only met in part. |
| Good | 3 | Satisfies the requirements in all material respects. |
| Very Good | 4 | Satisfies the requirements in all material respects and exceeds some requirements – demonstrating some added value. |
| Excellent | 5 | Satisfies the requirements in all material respects and exceeds all requirements – demonstrates significant added value. |

* + - 1. Tender responses are required to achieve a score of 3 or higher to be considered for award of the contract. Tender responses that score 2 or lower for any of the quality questions in Section 3 may lead to the tender being disqualified.
    1. Price 20%
       1. **Section 3.7 – Financial Proposal:**

Tenders submitted for the service will be evaluated on price. Financial proposals will be evaluated against the price of the lowest received to determine a score relative to that lowest price, which will be awarded the highest score. The Tender price submitted for the service shall be the total price for the contract.

* 1. We reserve the right (but shall not be obliged) to seek clarification of any aspect of a Supplier’s Tender during any stage of the evaluation phase where necessary to carry out a fair evaluation. Suppliers are asked to respond to such requests promptly and in event in accordance with the time period set out in the request. Vague or ambiguous answers are likely to score poorly.  
       
     The areas to be clarified will depend on the Tender submission but are likely to cover:
* Description of your implementation plan. This could include how you will implement your proposed solution ready for the commencement date.
* Description of how your proposed solution will meet the need of Business West.
* View of the current risks and mitigating actions.
* Verification of any cost related to the service.
  1. Mathematical errors detected by Business West in the submission of Financial Proposals will be corrected in the following manner:
     1. Errors in the addition of total costs or unit price extensions will be corrected and the total amount reflected in the total bid price.
     2. Any Tenderer affected by mathematical errors will be advised of the corrected bid price immediately. Tenderers must confirm their acceptance of this modification within 24 hours or their tender response will be rejected.
  2. After receipt of Tenders and until the award, information relating to the examination, clarification, evaluation and comparison of the submissions or recommendations concerning the award shall not be disclosed to tenderers, or to any other outside parties, until the ITT process has been concluded and a contract awarded.

# General Notices

Tender responses are only sought from organisations that are agreeable to the following arrangements:

1. 1. This is an open competitive procurement conducted in accordance with the Public Contracts Regulations 2015. In the event that none of the responses to this ITT are deemed satisfactory, Business West reserves the right to consider alternative procurement options.
   2. Any Contract resulting from this tender process will incorporate Business West's Standard Terms & Conditions of Purchase as detailed in Annex 1 of this document. The Standard Terms & Conditions of Purchase are correct as at the time of writing but may be subject to change. Any material amendments proposed by the Tenderer may be construed as a rejection of the terms leading to the disqualification of the Tender.
   3. The information provided is intended as an explanation of Business West’s requirements and is not intended to form the basis of an applicant’s decision on whether to enter into any contractual relationship with Business West.
   4. The information provided shall not form the basis of, or be relied upon in connection with, any agreement.
   5. Applicants considering responding with a view to entering into a contractual relationship should make their own enquiries and investigations of Business West’s requirements as they consider appropriate.
   6. None of Business West's directors, officers, employees, representatives, agents or advisers (together the “Issuers”) makes any representation or warranty, express or implied, as to the accuracy, adequacy or completeness of the information provided.
   7. The supply of the information provided to applicants does not constitute an obligation to give further information or to update the information provided or to correct any information that is incomplete or inaccurate.
   8. Neither Business West nor the Issuers shall be liable for any loss or damage arising as a result of reliance on the information provided. The subject matter of this ITT shall only have any contractual effect when it is covered and contained in the express terms of an executed contract.
   9. Neither Business West nor the Issuers shall incur any liability whatsoever or be liable for any expenses incurred by applicants at any time. Any and all liability in relation to this ITT is hereby expressly disclaimed and excluded to the maximum extent permissible by law. The exclusions of liability contained in this paragraph do not exclude liability for death or personal injury caused by Business West's negligence and/or to fraud or fraudulent misrepresentation by the Issuers.
   10. The issue of this document does not commit Business West to award any Contract pursuant to the tender process nor does it constitute an offer to enter into a contractual relationship.
   11. Business West will not necessarily award the Contract based on the lowest priced Tender. The Contract will be awarded according to the ‘most economically advantageous tender’ in terms of the evaluation criteria detailed in Section 1.7 ‘Evaluation Approach’.
   12. Business West may seek independent financial and market advice to validate information declared or to assist in the evaluation.
   13. Business West reserves the right to accept or reject any tender, and to annul the ITT process and reject all Tenders at any time, without thereby incurring any liability to the tenderers.

# Complaints Regarding the Procurement Process

* 1. Any complaints regarding the procurement process should be made in writing and directed as follows:

**To:** Phil Smith, Managing Director

**Address:** Business West

Leigh Court

Abbots Leigh

Bristol, BS8 3RA

Email: [phil.smith@businesswest.co.uk](mailto:phil.smith@businesswest.co.uk)

# Confidentiality and Ownership

* 1. The information provided in this ITT document and any subsequent related documents is provided in strict commercial confidence. This also applies to all other communications between Business West and the recipients. This information may not be divulged to a third party without the prior express written consent of Business West.
  2. Ownership of documentation or other information submitted in the Tenders will become the property of Business West unless otherwise requested at the time of submission. Any materials submitted in response to the ITT, which are considered to be confidential, should be clearly marked as such by the tenderer. However, Business West reserves the right to decide whether to maintain confidentially in light of its obligation under the Freedom of Information Act 2005.

# Section 2 scope of works

# The Technical Requirement

1. **Background**

Innovate UK (IUK) is the Government Agency that helps UK based companies succeed in the global economy by engaging in research and innovation.

Business West is a delivery partner for IUK, based in South West England, delivering innovation support solutions to businesses in the UK. Through its contract with IUK a range of innovation related international support activities are delivered to help boost international collaborations in research and innovation.

Business West has secured funding under IUK’s Global Business Innovation Programme (GBIP). GBIP is a research and innovation based programme supporting SMEs, Universities, Research Centres and Tech Journalists from across the UK.

Business West seeks to partner with an organisation(s) that can support pre-selected UK organisations to visit South Korea and help accelerate business growth through technical collaboration. Specifically, this GBIP is focused Advanced Materials technology and innovation.

1. **The Opportunity**

The ***Global Business Innovation Programme*** (**GBIP**) will see up to 15 high growth businesses explore and exploit the opportunities in South Korea

Business West invite proposals for the delivery of ***International Travel Services*** to selected attendees to visit South Korea. Support for no more than 17 attendees (15 Companies, 2 Support Staff)

The selected tenderer(s) will providecomprehensive travel and logistical support to all participants, both in the UK and in the selected countries.

We are seeking in-country support from a professional organisation with the skills, experience, local business and cultural knowledge and connections, to act as an in-country representative for each visit.

The successful tenderer(s) will be responsible for logistical arrangements for each visit including travel to and from airports, transfers to hotels, in-country transportation, flights, hotels, booking of restaurants whilst in South Korea.

The successful tenderer(s) will be responsible for arranging all visa requirements for each attendee and demonstrating these are in place.

The successful tenderer(s) will be responsible for ensuring and demonstrating all attendees are adequately insured to visit their destination country.

The contract is a single lot and will be judged against the scoring matrix for Quality, Service, Delivery and Price.

1. **The Required Deliverables**

The service delivery partner will provide ***International Travel Support Services*** for the visit to South Korea. The duration of this visit will be **for 6 nights and 7 days.** Final itinerary to be finalised in February 2020.

* + 1. A maximum of 17 pre-selected participants (selected by Business West) from the UK to be supported.
    2. Maximum budget of £32,000 (Inclusive of VAT)

The minimum requirements of the service delivery partner will be to:

* + 1. Book flights for each participant and provide all relevant documentation. Flight details must be pre-approved by Business West. All participants should be on the same flight where practical.
    2. Book hotel with breakfast for each participant. All participants must stay in the same hotel. The hotel must be at least 4 stars; Located close to the programme of activities taking place during the visit; Pre-approved by Business West.
    3. Provide an In-Country Representative to accompany the group for the duration of the visit. The rep will be responsible for handling all travel related requests from participants and coordinating all transport logistic.
    4. Organising all in-country logistics, in line with the visit itinerary (See Annex 3 for example itinerary), including transfers to and from the airport and sightseeing. All participants must travel together, where practically possible. Coaches etc must be suitable for business travel, e.g have air conditioning, individual seating etc. It’s anticipated that coaches will be hired on a day rate basis in order to accommodate at hoc changes to the itinerary.
    5. Organise any visas that may be required and confirm with Business West that suitable arrangements for each participant are in place.
    6. Organise travel insurance for each participant and confirm with Business West that suitable arrangements are in place. Participants can arrange their own travel insurance but the must confirm to the selected Travel Agent that this is in place.
    7. Provide Business West with evidence that each participant has a valid passport that meets the requirements for the country they’re visiting (e.g. valid for more than 6 months). Evidence could be a spreadsheet with participant name, expiry date, valid for entry.
    8. Provide each participant with a comprehensive travel pack containing all the relevant travel information for the duration of their visit.
    9. Financial Requirements
       - 1. The maximum Budget for the Provision of International Travel Support Services the visit to South Koreais £32,000 (**INCLUCIVE of VAT**)
         2. Business West is seeking to secure the ‘Most Economically Advantageous Tender’ (MEAT). In this instance, MEAT is defined as the optimum balance between how effectively the proposals will deliver the service (quality) and the cost of the service (price)
         3. We are seeking a proposition that is billed once, on delivery of the service. All costs associated with the delivery of the service must be received NO LATER THAN WEDNESDAY 25 MARCH 2020. Invoices received after this date may not be processed in time for the Programme closing date of 31 MARCH 2020.
         4. **All Financial Proposals should be quoted inclusive of VAT**. The financial proposals should be broken down to show clearly the costs of each of the following elements:
       - Service development fees (please specify what these are, if any)
       - Baseline service delivery fees (eg day rates for service delivery and any variables that may relate to different elements of the service)
       - Travel and subsistence for personnel (travel in the UK and targeted market)
       - Any other charges related to this service.

Tenderers must submit their Financial Proposals by completing Section 7. Financial Proposals will be evaluated as detailed in [Section 1. 7. ‘Evaluation Approach’](#EvaluationApproach)

# Section 3 response form

# Details of your Organisation

* 1. You should complete this section for the organisation that it is proposed would enter into any contract with Business West
  2. If a consortium arrangement is proposed then answers for EACH consortium member should be provided against each question. Please ensure that you list the names of all the consortium members in Section 3, 1.3, and indicate which organisation is in the lead. If you will be forming a separate legal entity (e.g. a special purpose vehicle) for the purpose of bidding for this contract, identify the constituent members and submit responses for each (as well as for the new entity if it already exists).
  3. The information to be provided is

**Organisation Details**

|  |  |
| --- | --- |
| Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted) |  |
| Lot(s) for which you are tendering (please insert) |  |

|  |  |
| --- | --- |
| Registered Office Address |  |
| Company or charity registration number |  |
| VAT registration number |  |
| Date of formation/incorporation |  |
| Name of immediate parent company |  |
| Name of ultimate parent company |  |
| Type of organisation (e.g. Sole trader, Partnership, Private Limited Company, if other please specify) |  |

**Contact Details**

Contact details for enquiries about this ITT

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| Post code |  |
| Country |  |
| Phone |  |
| Mobile |  |
| Email |  |

**Consortia and Sub-Contracting**

Please select one of the following alternatives

|  |  |
| --- | --- |
| (a) Your organisation is bidding to provide the services required itself |  |
|  |  |
| (b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services |  |
|  |  |
| (c) Your organisation is bidding in the role of a Managing Agent and will use third parties to provide all of the services |  |
|  |  |
| (d) The Potential Provider is a consortium |  |
|  |  |
| (e) Your organisation is bidding as a Consortium and intend to create a Special Purpose Vehicle |  |

If your answer is (b), (c), (d) or (e) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the potential provider solely or together with other providers) will be responsible for the elements of the requirement.

**Questions For Completion By Non-UK Businesses Only**

|  |  |
| --- | --- |
| Registration with professional body  Is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in ***Annexes IX A-C of Directive 2004/18/EC***) under the conditions laid down by that member state? |  |
|  |  |
| Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this. |  |

# Grounds For Mandatory Rejection (Regulation 57, The Public Contracts Regulations 2015)

# 

**Important Notice**

In some circumstances Business West is required to exclude you from participating further in procurement. If you cannot answer ‘no’ to every question in this part 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.

|  | | | Answer |
| --- | --- | --- | --- |
| 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? | | |  |
|  |  | |  |
| (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 on the fight against organised crime; | |  |
| (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; | |  |
| (c) | the common law offence of bribery; | |  |
| (d) | bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983; | |  |
| (e) | 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:— | | Answer |
|  | (i) the common law offence of cheating the Revenue; | |  |
|  | (ii) the common law 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; | | Answer |
|  |  | |  |
|  | (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or | |  |
|  |  | |  |
|  | (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; | |  |
|  |  | |  |
| (f) | money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; | |  |
|  |  | |  |
| (g) | any offence listed—  (i) in section 41 of the Counter Terrorism Act 2008; or  (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; | |  |
|  |  | |  |
| (h) | any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); | |  |
| (i) | 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 | |  |
| (j | an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004; | | Answer |
| (k) | an offence under section 59A of the Sexual Offences Act 2003; | |  |
|  |  | |  |
| (l) | an offence under section 71 of the Coroners and Justice Act 2009; | |  |
| (m) | 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 | |  |
| (n) | any other offence within the meaning of Article 57(1) of the Public Contracts Directive—  (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or  (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. | |  |
| Is your organisation in breach of its obligations relating to the payment of taxes or social security contributions; and | | |  |
| Has the breach been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom. | | |  |

# Grounds for Discretionary Rejection (Regulation 57, The Public Contracts Regulations 2015)

**Important Notice**

We may 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 in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

Please state ‘Yes’ or ‘No’ to each question.

|  |  |  |
| --- | --- | --- |
|  |  | Answer |

Has your organisation

|  |  |  |
| --- | --- | --- |
|  | | |
| (a) | been found guilty of a violation of obligations under environmental, social and labour law; |  |
| (b)  (c) | been made bankrupt or the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where you are in an arrangement with creditors, where your business activities are suspended or you are in any analogous situation arising from a similar procedure under the laws and regulations of any State;  been guilty of professional misconduct, which renders its integrity questionable: |  |
| (d) | entered into agreements with other economic operators aimed at distorting competition; |  |
| (e)  (f) | entered into agreements where there was a conflict of interest;  been involved in the preparation of the procurement procedure which has resulted in the distortion of the competition; |  |
| (g)  (h) | shown significant or persistent deficiencies in the performance of a prior contract which led to early termination of that prior contract, damages or other comparable sanctions;  been guilty of serious misrepresentation in supplying information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria: |  |
| (i) | applied undue influence to the decision-making process of the contracting authority, or obtained confidential information that may give undue advantages in the procurement procedure; or |  |
| (j) | negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |

## 

# Economic and Financial Standing

**Financial Information**

* 1. Please indicate the annual turnover of the organisation and/or members of the consortia over the last three years, giving the most recent first.

*If the organisation is part of a group, please supply the figures for both the organisation and the group. If a consortia please supply figures for each member.*

Year 1 (please detail year end date) £

Year 2 (please detail year end date) £

Year 3 (please detail year end date) £

* 1. If asked, would you be able to provide at least one of the following:

|  |  |
| --- | --- |
| A copy of your audited accounts for the most recent two years |  |
| A statement of your turnover, profit & loss account and cash flow for the most recent year of trading |  |
| Alternative means of demonstrating financial status if trading for less than a year |  |

* 1. Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year? If ‘No’ what were the reasons, and what has been done to put things right?
  2. Has your organisation met all its obligations to pay its creditors and staff during the past year? If ‘No’ please explain why not.
  3. Is your organisation part of a wider group (e.g. a subsidiary of a holding/parent company)?

If yes, please provide the name below;

|  |  |
| --- | --- |
| Name of Organisation |  |
| Relationship |  |

**Insurance**

* 1. Employer’s liability insurance is a legal requirement (except for businesses employing only one owner / close family members) and this should be at least £5 million. Please confirm that you have this in place
  2. Do you have Public Liability Insurance cover?

If so, to what value?

Please note that our standard conditions of contract require minimum cover of £2 million per claim. Were you to be selected to tender Business West will require you to demonstrate that you have that level of cover in place and a failure to do so (or to satisfy Business West that satisfactory alternative arrangements are in place) will lead to you being excluded at the award stage.

* 1. Do you have Professional Indemnity Insurance cover?

If so, to what value?

Please note that our standard conditions of contract require minimum cover of £2 million for claims arising from a single event or series of related events in a single calendar year. Were you to be selected to tender Business West will require you to demonstrate that you have that level of cover in place and a failure to do so (or to satisfy Business West that satisfactory alternative arrangements are in place) will lead to you being excluded at the award stage.

**Conflicts of Interests**

* 1. Do your Directors, the Company Secretary, or senior managers have any interests directly or indirectly with Business West?

If yes, please provide details.

# Technical and Professional Ability

*(Where the potential provider is a special purpose vehicle and not intending to be the main provider of the goods or services, the information requested should be provided in respect of the principal intended provider of the goods or services.)*

## 

***Experience and Contract Examples***

* 1. *Please provide a brief description of the organisation’s primary business and main services (in no more than 300 words).*

Response:

* 1. *Please provide details of up to three contracts from either or both the public and private sector that are relevant to Business West’s requirement. Contracts for the supply of services should have been performed during the past five years. (The customer contact should be prepared to speak to Business West on request to confirm the accuracy of the information provided below. See also Section 3 9). Details should include the name of the Purchaser, the value of the contract, and the start date of the contract. In no more than 500 words for each one, please provide a brief description of the contract delivered including evidence of your technical capability in this market, a brief resume of the service provided and its impact on the beneficiary organisation.*

Response:

*If you cannot provide at least one example, please briefly explain why (100 words max)*

Response:

* 1. Please provide examples of how you can meet the minimum requirements and how you can provide any additional value beyond the minimum requirements stated (no more than 500 words per criteria)

|  |
| --- |
| **Booking flights (to achieve best price, flying times etc)** |
| Any Added Value |
| Included in Quote**: YES/NO** (delete as appropriate) |

|  |  |  |
| --- | --- | --- |
| **Booking Hotels** (**to achieve best price, best quality, location etc)** | | |
| Any Added Value |
| Included in Quote**: YES/NO** (delete as appropriate) |

|  |
| --- |
| **Provision of In-Country Support/Representatives** |
| Any Added Value |
| Included in Quote**: YES/NO** (delete as appropriate) |

|  |
| --- |
| **In Country Logistics (Coaches, Sightseeing etc)** |
| Any Added Value |
| Included in Quote**: YES/NO** (delete as appropriate) |

|  |
| --- |
| **Organise Visas** |
| Any Added Value |
| Included in Quote**: YES/NO** (delete as appropriate) |

|  |
| --- |
| **Organise Travel Insurance** |
| Any Added Value |
| Included in Quote**: YES/NO** (delete as appropriate) |

|  |
| --- |
| **Travel Packs & Literature** |
| Any Added Value |
| Included in Quote**: YES/NO** (delete as appropriate) |

***Staffing***

* 1. *If you are completing this ITT as a prime contractor please indicate if any subcontracting is envisaged as part of this contract.*

Yes/No (Delete as appropriate)

* 1. *If the answer to question 5.4 is “Yes” what percentage of the contract (in terms of its estimated value) do you propose to subcontract?*

Response:

* 1. *What will the role of the subcontractors be?*

Response:

* 1. *If the answer to question 5.4 is “Yes “ and the answer to question 5.5 is 20% or greater, please provide a statement of your policy on the use of subcontractors, and of the means of ensuring quality when subcontractors are used.*

Response:

***Quality Assurance***

* 1. *Please state if your organisation has, or is seeking, certification under any international, European, British or other quality standards (e.g. BS EN ISO 9000, Customer First, etc).*

Yes/No (Delete as appropriate)

*If “yes” please state the relevant quality standards, the date of the award and the renewal period, together with the Certifying Body and enclose any appropriate documentary evidence.*

Response:

*If “no” please explain whether your organisation has a Quality Policy and provide a copy in support of your response to this PQQ.*

Response:

***Environmental Management***

* 1. *Please state if your organisation has, or is seeking, certification under any international, European, British or other environmental management standards (e.g. BS EN ISO 14000 etc).*

Yes/No (Delete as appropriate)

*If “yes” please state the relevant environmental management standards, the date of the award and the renewal period, together with the Certifying Body and enclose any appropriate documentary evidence.*

Response:

*If “no” please explain whether your organisation has an Environmental Management Policy and provide a copy in support of your response to this ITT.*

Response:

* 1. *Please state if your organisation has been convicted of breaking environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority?*

Yes/No (Delete as appropriate)

*If “yes” please provide details of the conviction or notice and details of any remedial action or changes you have made as a result.*

Response:

* 1. *If you use sub-contractors, do you have a process to check whether any of these organisations have been convicted or had noticed served upon them for infringement of environmental legislation?*

Yes/No (delete as appropriate)

* 1. *Information Security Management - Please state if your organisation has, or is seeking, certification under any international, European, British or other environmental management standards (e.g. BS EN ISO 28000 etc).*

Yes/No (delete as appropriate)

*If “yes” please state the relevant information security management standards, the date of the award and the renewal period, together with the Certifying Body and enclose any appropriate documentary evidence.*

Response:

*If “no” please explain whether your organisation has an Information Security Management Policy and provide a copy in support of your response to this ITT.*

Response:

***Health & Safety***

* 1. *Does your organisation have a written health and safety at work policy or an alternative system to manage health at safety and work?*

Yes/No (delete as appropriate)

*If “yes” please enclose appropriate documentary evidence alongside your response to this ITT.*

* 1. *Please detail any enforcement action taken against your organisation in the past three years by the Health and Safety Executive or other enforcement body with responsibility for health and safety matters.*

Response:

* 1. *If you use sub-contractors, do you have a process to check whether any of the above circumstances apply to these organisations?*

Yes/No (delete as appropriate)

***Equal Opportunities***

* 1. *Does your organisation have an equal opportunities policy?*

Yes/No (delete as appropriate)

*If “yes” please enclose appropriate documentary evidence alongside your response to this ITT.*

* 1. *In the last three years has a court or tribunal found a case of unlawful discrimination on grounds of race, sex or disability against you? If “yes” please provide details.*

Yes/No (delete as appropriate)

*If yes please provide details.*

Response:

* 1. *In the last three years has your organisation been the subject of a formal investigation by the Commission for Racial Equality, the Disability Rights Commission or the Equal Opportunities Commission on grounds of alleged unlawful discrimination?*

Yes/No (delete as appropriate)

*If “yes” please provide details.*

Response:

* 1. *If you use sub-contractors, do you have a process to check whether any of the above circumstances apply to these organisations?*

Yes/No (delete as appropriate)

***Bribery & Corruption***

* 1. *Does your organisation have a Bribery & Corruption policy?*

Yes/No (delete as appropriate)

*If “yes” please enclose appropriate documentary evidence alongside your response to this ITT.*

***Approach to Work***

* 1. *Based on your previous experience please identify the most important factors that have made projects similar to that of Business West’s requirement a success and describe any pitfalls encountered and how you addressed these. Word Limit: 500*

Response:

*Please provide, alongside your response to this ITT, short biographies for key people who will be directly involved with the project*

* 1. *Please confirm you accept Business West Standard Terms & Conditions of Purchase (See Section 4 – Annex 1)*

Yes/No (delete as appropriate)

* 1. *Please confirm you are able to provide the service if requested from 1st August 2019*

Yes/No (delete as appropriate)

# Declaration and Signature

This form should be signed below by a duly authorised partner, or by two individuals from the lead organisation / prime contractor who has the authority to commit the organisation to the value of any contract that may be offered by Business West Ltd for the delivery of the Service described in the tender. Where the tenderer is a consortium, by one director from each member of the consortium. See Section 1, 8 General Notices in the ITT document.

|  |  |
| --- | --- |
| Tender Title | International Travel Support Services |

To: - Business West

I / We the undersigned, having examined the Conditions of Contract and Invitation to Tender Specification, hereby submit my/our Tender and undertake to execute and complete the programme, the whole of the programme described in the foregoing Specification and Schedules, in accordance with the Pricing Schedule.

I/We also hereby declare that it is a condition of this tender that my / our fixed price tender shall remain open for acceptance for a period of 90 days from the date of tendering.

I / We declare that the work will be carried out by directly employed labour unless otherwise stated clearly in our Tender.

I / We also hereby declare that I / We have not communicated, and will not at any time communicate, to any person other than Business West the amount of our tender; and further that I / We have not adjusted, and will not at any time adjust, these amounts in accordance with any agreement or arrangement between myself / ourselves and any person other than the said Business West.

Name:……...................……………………………... Position in Organisation:...…..............……………………

Signature: ……………....................................………………………… Dated: .....….…………………………

Name:……...................……………………………... Position in Organisation:...…..............……………………

Signature: ……………....................................………………………… Dated: .....….…………………………

**Duly authorised to sign for and on behalf of** (Organisation):

………………………………………...................................................................…………

# Financial Proposal

*Please complete the tables below detailing your financial offer.*

*(THIS QUESTION OF THE PROPOSAL CARRIES A WEIGHTING OF 20%)*

The maximum Budget for International Travel Support Services is £32,000 inclusive of VAT

We are seeking proposals that are billed once, on delivery of the Lot. Please insert the total cost of delivering the Lot in the box below:

|  |  |
| --- | --- |
| **Delivery Costs** Internet of Things visit to South Korea | **£** |
| Total Delivery Costs (Inclusive of VAT) |  |

# Non-Collusive Tendering Certificate

In recognition of the principle that the essence of selective tendering is that Business West shall receive bona fide competitive tenders from all those tendering, this certificate should be signed by a duly authorised partner, or by two individuals from the lead organisation/prime contractor. Where the tenderer is a consortium, by one director from each member of the consortium. See Section 1, *8 General Notices* in the ITT document.

**WE (the prime contractor) CERTIFY THAT:**

1. The tender submitted herewith is a bona fide tender intended to be competitive.
2. We have not fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done, and we undertake that we will not do, at any time any of the following acts:-
4. communicated to a person other than the person calling for this tender the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
5. entered into any agreement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; and
6. offered or paid or given or agreed to 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 any act or thing of the sort described above.
7. In this certificate:-
8. “Person” shall include any individual or any company or association corporate or incorporate.
9. “Any agreement or arrangement” shall include any transaction of the sort described above, formal or informal and whether legally binding or not.

Name: …………………………………….................... Position in Organisation: …....………………………

Signature: ………………………………………………..........................….. Dated: ….…………………………

Name:……...................……………………………... Position in Organisation:...…..............……………………

Signature: ……………....................................………………………… Dated: .....….…………………………

**Duly authorised to sign for and on behalf of** (Organisation):

# References

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **REFERENCES**  Please provide details of three referees with whom your organisation has worked and delivered a similar or comparable service to that required by Business West in the last 5 years, at least one must be a current contract. | | | | | |
| **Name of Organisation**  **& Address** | **Contact Name &**  **Telephone Number** | **Value of Contract** | **Date of contract** | **Description of service carried out** | |
| 1) |  |  |  |  | |
| 2) |  |  |  |  | |
| 3) |  |  |  |  | |
| Do you authorise Business West to approach any of the above named for a reference or further information if required? | | | | | Y / N |

# Section 4 ANNEXES

## ANNEX1: Business West Standard Terms & Conditions of Purchase

1. **INTERPRETATION**

In these Conditions:

**“Us/We/Our”** means the originator of this Contract to You.

**“Complaint”** means any formal complaint raised by the Customer in relation to the performance of obligations due under the Contract in accordance with Clause 17.

**“Conditions”** means the standard terms and conditions of Contract set out in this document and (unless the Contract otherwise requires) includes any special terms agreed in writing between Us and You

**“Contract”** means the arrangement between Us and You, comprising the Contract, these conditions and any other documents or part thereof specified in the Contract.

**“Data Controller”** means the same as set out in the Data Protection Act 1998, as amended from time to time.

**“Data Processor”** means the same as set out in the Data Protection Act 1998, as amended from time to time.

**“Data Protection** means the Data Protection Act 1998 and all applicable laws and

**Legislation”** regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

**“Data Subject”** means the same as set out in the Data Protection Act 1998, as amended from time to time.

**“DPA”** means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

**“You/Your”** means the individual or organisation or company to whom the Contract is addressed.

**“Delivery address”** means the address stated in the Contract or such address as may be specified by Us at anytime prior to delivery.

**“Goods”** means the goods (if any) described in the Contract which or which are ancillary to the supply of the Services.

**“Personal Data”** shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time.

**“Services”** means all services to be provided by You as specified in the Contract or which are ancillary to the supply of the Goods.

No variation to these Conditions or the Contract shall be binding unless agreed in writing between the authorised representatives of Us and You.

1. **BASIS OF PURCHASE**
   1. The Contract constitutes an offer by Us to purchase the Goods and/or acquire the Services subject to these conditions.
   2. These conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given by You or subject to which the Contract is accepted or purported to be accepted by You.
2. **DATES AND DELIVERY**
   1. The Goods shall be delivered to, and where appropriate the Service shall be performed at, the Delivery Address on the date or within the period stated in the Contract, in either case during Our usual business hours unless specified to the contrary.
   2. Where the date of delivery of the Goods or of the performance of the Services is to be specified after the placing of the Contract, You shall give Us reasonable notice of the proposed date of delivery.
   3. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
   4. We shall be entitled to reject any Goods and performance of the services delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until We have had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
   5. If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy We shall be entitled to cancel the Contract without liability to You.
3. **PRICE**
   1. The price for the Goods and/or Services shall be that stated in the Contract and unless otherwise stated includes sums chargeable to Us except for Value Added Tax (VAT) where such is chargeable. Under no circumstances will We be responsible for any other charges. All prices will remain fixed for the duration of the Contract.
   2. Unless otherwise stated in the Contract payment will be made within 30 days after a valid invoice has been received from You in accordance with Clause 4.3 below.
   3. Invoices shall be sent to Our finance department at the address shown in the Contract, within 5 days of the completion of the Contract, or at any interim stage shown in the Contract. The invoice must specify the Contract number and Purchase Order Number and full details of the items being invoiced. VAT exempt or zero rate items must be identified as such and the total VAT for the invoice must also be shown. An invoice shall relate to one Contract only.
4. **ASSIGNMENT AND SUB-CONTRACTING**

The Contract is personal to You and You shall not, without Our prior written consent, sub-contract, assign or transfer or purport to sub-contract, assign or transfer to any other individual or organisation or company any of its rights or obligations under the Contract.

1. **CONFIDENTIALITY**

You shall keep secret any information which is of a confidential nature (regardless of whether or not it is marked or indicated as being such) communicated to You by Us or any other customer of Ours in connection with the Contract and You shall not, without Our prior written consent, communicate or disclose such information to any third party, publish or use in any way such information other than for the purpose of executing the Contract. All such information remains Our property and shall be returned to Us at the end of the Contract or earlier at Our request.

1. **DATA PROTECTION**
   1. You shall be the Data Processor in relation to Our Personal Data. You shall:
      1. process Our Personal Data only in accordance with instructions from Us;
      2. process Our Personal Data only to the extent, and in such manner, as it necessary for the provision of the Goods and Services or as is required by Law or any Regulatory Body;
      3. implement appropriate technical and organisational measures to protect Our Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to Our Personal Data and having regard to the nature of Our Personal Data which is to be protected;
      4. take all reasonable steps to ensure the reliability of any staff who have access to Our Personal Data;
      5. obtain prior approval from Us in order to transfer the Personal Data to any Sub-Contractors or Affiliated Company for the provision of the Goods and Services;
      6. ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 7;
      7. ensure that none of Your Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by Us;
      8. notify Us in writing within five (5) Working Days if You receive a request from a Data Subject to have access to that person's Personal Data; or a complaint or request relating to Our obligations under the Data Protection Legislation;
      9. provide Us with full cooperation and assistance in relation to any complaint or request made relating to Our Personal Data, including by: providing Us with full details of the complaint or request; and by providing Us with any information requested by Us
   2. You shall:
      1. permit Us (subject to the reasonable and appropriate confidentiality undertakings), to inspect and audit Your data processing activities (and/or those of Your agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by Us to enable Us to verify and/or procure that You are in full compliance with Your obligations;
      2. if requested provide a written description of the technical and organisational methods employed by You for processing Personal Data (within the timescales required by Us); and
      3. not cause or permit any of Our Personal Data or Personal Data supplied to You to be processed and/or otherwise transferred outside the European Economic Area without Our prior written consent and, where We consent to processing and/or transfer outside the European Economic Area, You will comply with the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and any reasonable instructions notified to You by Us.
   3. You shall comply at all times with the Data Protection Legislation and shall not perform Your obligations in such a way as to cause Us to breach any of Our applicable obligations under the Data Protection Legislation.
2. **INSOLVENCY**

We shall be entitled to terminate the Contract without liability to Us by giving notice to You if:

* 1. You make any voluntary arrangement with Your creditors (within the meaning of the Insolvency Act 1986 or any modification or re-enactment) or being a company You become subject to an administration order or go into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
  2. an encumbrancer takes possession of or a receiver is appointed over any of Your property or assets or
  3. a winding up petition is presented against You: or
  4. You cease, or threaten to cease, to carry on business; or
  5. We reasonably believe that any of the events mentioned above is about to occur in relation to You and notify You accordingly.

1. **TERMINATION/CANCELLATION**
   1. If You breach any of these terms and conditions of the Contract We shall be entitled to terminate the Contract immediately.
   2. Without prejudice to Our other rights, We shall be entitled to carry out, or have carried out by others, any outstanding part or parts of the Contract at the date of termination.
   3. Where We exercise Our right under clause 9.2 We shall be entitled to charge You for all costs and expenses of any nature incurred by Us in completing or in having completed the Contract, such charge being deductible from the price payable under the Contract.
   4. We shall be entitled to cancel the Contract or postpone performance of the Contract in respect of all or part only of the Goods and/or Services by giving notice to You at any time. In the event of a cancellation under this clause, Our only liability to You shall be for any costs or expenses demonstrably incurred by You at the time of cancellation. In the event of postponement Our only liability to You will be for the price of Goods and/or Services as referred to in the clause entitled Price above. Any goods paid for in such an event shall become Our property.
   5. In the event of termination/cancellation You shall immediately return to Us all documents, data, material and equipment supplied to You by Us.
2. **STATUTORY LIABILITIES**

During the currency of the Contract, You shall be responsible for ensuring that all applicable laws for the time being in force in England and any local by-laws, regulations or the like are complied with and without prejudice to the generality of the foregoing You shall ensure that all laws and regulations relating to Health and Safety at work are complied with.

1. **PATENTS, COPYRIGHT AND INTELLECTUAL PROPERTY**
   1. You shall not be entitled to use Our trademarks. Logos, copyright or other intellectual property rights or any customer of Ours, other than for the express delivery of this contract.
   2. Unless otherwise agreed, the intellectual property rights in the goods prepared especially for Us or the Services shall belong to Us and may not be used by You for the benefit of others without Our prior written consent.
2. **CORRUPTION**
   1. You shall not:
3. offer or agree to give any person working for or engaged by Us any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to this agreement, or any other agreement between You and Us, including its award to You and any of the rights and obligations contained within it; or
4. enter into this agreement if You have knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by Us by or for You or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Us before execution of this agreement.
   1. If You (including any employee, Sub-Contractor or agent, in all cases whether or not acting with Your knowledge) breaches:
5. Clause 12.1 or
6. the Bribery Act 2010

in relation to this agreement or any other contract with Us We may terminate this agreement by written notice with immediate effect.

* 1. Any termination under clause 12.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to Us.
  2. Any dispute relating to:

1. the interpretation of clause 12.1 to clause 12.3 inclusive; or
2. the amount of value of any gift, consideration or commission,

shall be determined by Us (acting reasonably) and the decision shall be final and conclusive.

1. **SUSTAINABLE PROCUREMENT**
   1. You shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, You shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by Us.
   2. You shall provide the Services in such a way as to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the use of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
   3. You shall meet all reasonable requests by Us for information evidencing compliance with the provision of this clause 13 by You.
2. **NON DISCRIMINATION AND EQUALITY**
   1. In providing the Services, You shall undertake that Your employees, consultants, agents or sub-Service Providers shall:
3. not unlawfully discriminate either directly or indirectly by way of victimisation or harassment within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in age, disability, gender reassignment, marriage and civil partnerships, pregnancy, paternity and maternity, race, religion or belief, sex or sexual orientation or otherwise) and shall take all reasonable steps to ensure that Your employees, consultants, agents or sub-Service Providers do not unlawfully discriminate;
4. without prejudice to the generality of clause 14.1, not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and all other relevant legislation and any statutory modification or re-enactment of such legislation;
5. in the event that You enter into any subcontract or linked agreement in connection with the Contract or any aspect of the Services provided under it, impose equality and diversity obligations on Your sub-contractors and other associates in terms substantially similar to those contained in this Contract.
   1. Should You or any of Your employees, consultants, agents or sub-Service Providers breach any part of clause 14.1 We shall be entitled to terminate the Contract with immediate effect by notice in writing to You.
6. **PROGRESS AND INSPECTION**

We shall have the right to inspect and assess the quality of the Goods and/or Services supplied under the Contract. Further We shall be entitled to request and receive any information required to enable the proper management, monitoring and evaluation of the Services.

1. **PROHIBITED ACTIVITIES**

You shall not:

* 1. Enter into any engagement or make any representation or warranty on behalf of Us.
  2. Commit any act or omission that will bring Us into disrepute.

1. **COMPLAINTS HANDLING AND RESOLUTIONS**
   1. Without prejudice to any rights and remedies that a complainant may have at law, and without prejudice to any obligation You may have to take remedial action You shall use all reasonable endeavours to resolve the Complaint and in so doing, shall deal with the complaint fully, expeditiously and fairly.
   2. Within three (3) Working Days of a request by Us, You shall provide full details of a Complaint to Us, including details of steps taken to its resolution.
2. **DISPUTE RESOLUTION**
   1. Save where there is a statutory process with mandatory application for the resolution of a specific type of dispute between You and Us, we shall both attempt in good faith to negotiate a settlement to any dispute within twenty (20) Working Days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Head of Procurement (or equivalent) of each party.
   2. Nothing in this dispute resolution procedure shall prevent either of us from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
   3. If the dispute cannot be resolved pursuant to clause 18.1 both of us shall apply to the Centre for Effective Dispute Resolution (CEDR) to appoint a Mediator.
   4. The obligations under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and You and your Staff shall comply fully with the requirements of the Contract at all times.
3. **RISK AND PROPERTY**
   1. Risk of damage of the Goods shall pass to Us upon actual delivery of such Goods in accordance with clause 3 above.
   2. The property in the Goods shall pass to Us upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Us once payment has been made and the Goods have been appropriated to the Contract.
4. **WARRANTIES AND LIABILITY**
   1. You warrant to Us that the Goods:
      1. will be of satisfactory quality and fit for the purpose held out by You or made known to You in writing at the time the Contract is placed;
      2. will be free from defects in design, material and workmanship:
      3. will correspond with any relevant specification or sample, and
      4. will comply with all statutory requirements and regulations relating to the Sale of the Goods.
   2. You warrant to Us that the Services will be performed:
      1. by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for Us to expect and where applicable in accordance with any operating procedure set down by Us at the time of placing the Contract.
   3. You shall indemnify Us in full against all liability, loss, damage, costs and expenses (including legal expenses on an indemnity basis) awarded against or paid by Us as a result of or in connection with:
      1. breach of any warranty given by You in relation to the Goods and/or Services;
      2. any claim that the Goods and/or services infringe, or their importation, use or resale, infringes the patent, copyright, design right, trademark or other intellectual property rights of any other person;
      3. any liability under the Consumer Protection Act 1987 or the General Product Safety Regulations 2005 in respect of the Goods:
      4. any act or omission of You or Your employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
      5. any act or omission of any of Your personnel in connection with the performance of the Services.
5. **INSURANCE**
   1. You shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by You under this Contract including death or personal injury, or loss of or damage to property.
   2. You shall effect and maintain the following insurances for duration of the Contract in relation to the performance of the Contract:-
      1. public liability insurance with a minimum limit of £2,000,000 (two million pounds) to cover all risks in the performance of its obligations under this Contract from time to time;
      2. employers' liability insurance with a minimum limit of £5,000,000 (five million pounds) indemnity
      3. professional indemnity insurance with a minimum limit of indemnity of £2,000,000 (two million pounds) for each individual claim or such higher limit as the Authority may reasonably require (and as required by law) from time to time.
   3. Any excess or deductibles under such insurance (referred to in Clause 21.2 shall be the sole and exclusive responsibility of You.
   4. The terms of any insurance or the amount of cover shall not relieve You of any liabilities arising under the Contract.
   5. You shall produce to Us, on request, copies of all insurance policies referred to in this Clause or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
   6. If, for whatever reason, You fail to give effect to and maintain the insurances required by the Contract then We may make alternative arrangements to protect its interests and may recover the costs of such arrangements from You.
   7. You shall maintain the insurances referred to in Clause 21.2 for a minimum period of 7 (seven) years following the expiration or earlier termination of the Contract.
6. **RIGHTS OF EXAMINATION WHERE GOVERNMENT FUNDS ARE INVOLVED**

Where any part of the price paid to or due to You that was or is to be provided by way of money from any governmental department or organisation You shall:

* 1. permit Us at any reasonable time and/or representatives of the Secretary of State for Communities and Local Government (DCLG) or the Secretary of State for Business, Innovation and Skills (BIS) to examine all of Your records and to assess the design management and delivery of Services provided or to be provided and to carry out examinations into the economy efficiency and effectiveness with which You have used the said government funds;
  2. permit representatives of the National Audit Office to examine all of Your records for the purpose of certification of the DCLG or BIS accounts;
  3. permit representatives of the European Commission or the European Court of Auditors to examine Your records;
  4. provide all reasonable assistance to any person exercising the rights of examination conferred in this clause and to provide copies of all relevant documents that any such person may require.

1. **FORCE MAJEURE**

We are not liable for any breach of this contract caused by matters beyond Our reasonable control, including, but not limited to, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), failures or interruptions of electricity supplies, weather of exceptional severity or acts of local or central Government or other authorities.

1. **GENERAL**
   1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such address as may at the relevant time have been notified under this provision to the party giving the notice.
   2. No waiver to Us of any breach of Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provision.
   3. If any provision of these terms and conditions is held by any other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.
   4. If there is conflict between the general Business West Terms & Conditions and any other Contract the Standard Terms & Conditions will take precedence.
   5. The Contract shall be governed by the laws of England and Wales. Any dispute arising under or in connection with the Contract shall be subject to the exclusive jurisdiction of the English and Welsh Courts.
   6. Any termination or expiry of these conditions or the contract shall not effect any accrued rights or liabilities of either party or the coming into force or continuation in force of any other clauses and provisions of these conditions or the contract which are expressly or by implication intended to come into force or continue in force on or after termination, including without limitation Clauses 1 (Interpretation), 6 (Confidentiality), 11 (Patents, Copyright and Intellectual Property) and 20 (Warranties and Liability), 22 Rights of Examination where Government Funds are involved) and 24 (General).

## 

## ANNEX 2: ITT Tender Submission Score Sheet

*[This section needs to be tailored to the particular tender requirement]*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | ***Submission Score Sheet*** | | | | | |
| ***Tenderer:*** | |  |  | | | |
| ***Panel Member:*** | |  |  | | | |
| ***Date:*** | |  |  | | | |
| ***Element of Technical Proposal (80%)*** | | ***Maximum Score*** | ***Weighting*** | | ***Score Allocated*** | ***Comments*** |
| *Relevant Background & experience* | | *5* | *3* | |  |  |
| *Proposed approach & methodology to support* | | *5* | *3* | |  |  |
| *Market entry planning/experience of in country support and logistics* | | *5* | *3* | |  |  |
| *Individual team members expertise* | | *5* | *2* | |  |  |
| *Past track record with similar projects* | | *5* | *2* | |  |  |
| *Capability to deliver required support within contract life cycle* | | *5* | *2* | |  |  |
| ***Standards*** | |  |  | |  |  |
| *Quality Assurance* | | *1* | *1* | |  |  |
| *Environmental Management* | | *1* | *1* | |  |  |
| *Health & Safety* | | *1* | *1* | |  |  |
| *Equal Opportunities* | | *1* | *1* | |  |  |
| *Bribery & Corruption* | | *1* | *1* | |  |  |
| ***Subtotal*** | |  | |  | |  |
| ***2. Finance (20%)*** | |  |  | |  |  |
| *Proposal is within financial budget for market(s)* | | *20* | *1* | |  |  |
| ***Subtotal*** | |  | | |  |  |
| ***TOTAL SCORE*** | |  | | |  |  |

# ANNEX 3: Example Visit Itinerary

**Global Business Accelerator Programme**

**Digital Health – South Korea**

**14 March – 21 March 2020**

**Saturday 14 March 2020**

XX:XX Flight to Seoul

**Sunday 15 March 2020**

XX:XX Land in Seoul

XX:XX Transfer to hotel

XX:XX Dinner

**Monday 16 March 2020**

XX:XX Breakfast

XX:XX Briefing at British Embassy - Seoul

XX:XX Lunch

XX:XX Coach to Medical Centre Seoul area

XX:XX Dinner

**Tuesday 17 March 2020**

XX:XX Breakfast

XX:XX Company visit Seoul area

XX:XX Travel to Daegu

XX:XX Company/Techno Park visit Daegu area

**Wednesday 18 March 2020**

XX:XX Breakfast

XX:XX B2B Daegu area

XX:XX Company visit Daegu

XX:XX Travel to Seoul

**Thursday 19 March 2020**

XX:XX Breakfast

XX:XX Korea International Medical & Hospital Equipment Show (KIMES) COEX Seoul

XX:XX B2B COEX Seoul

XX:XX Dinner

**Friday 20 March 2020**

XX:XX Breakfast

XX:XX Visit to Medical Center Seoul Area

XX:XX Visit to South Korean Company – Seoul Area

XX:XX Dinner

**Saturday 21 March 2020**

XX:XX Breakfast

XX:XX Transfer to airport