



## **Invitation to Tender**

**Cornwall Trade & Investment**

**Project Evaluation and Summative  
Assessment**

**Cornwall Development Company  
TEN 455**

08/07/2019

## **1. About 'Cornwall Trade and Investment'**

Cornwall Trade and Investment (CTI) is part of Cornwall Development Company (CDC), an arms-length economic development provision of Cornwall Council and part of the Corserv Ltd group of companies. Cornwall Trade and Investment is funded by the European Regional Development Fund (ERDF) and Cornwall Council.

CTI exists to help grow Cornwall & the Isles of Scilly's (CIOS) economy – focusing on three key themes; attracting innovative, high growth businesses to locate in CIOS; marketing CIOS as a progressive, viable place to do business, and, from 2019, supporting CIOS based businesses to export their product / services.

CTI helps and encourages companies and investors without a presence in CIOS and the Isles of Scilly (C&IoS) to establish small and medium- sized enterprises (SMEs) within the region; providing relevant information, making introductions, and providing advice on the financial assistance available. Secondly, the aim is to promote C&IoS as a business destination of choice through raising the profile of CIOS as a location for 'next generation' businesses – enhancing the national and international image of the region. Thirdly, CTI will work with CIOS based SME's to help them export their products / services in the UK, Europe and internationally.

Potential inward investors will be SMEs attracted from a national or international audience. The SMEs will be either new start-ups or established businesses from the rest of the UK or overseas who are looking to expand their business operations into the region.

## **2. Background and Context**

CTI is an extension to the "Invest in Cornwall" project and is delivered by a dedicated team of specialists, employed by CDC in the Camborne/Pool/Redruth regeneration area. The Invest in Cornwall (IiC) project ran from until September 2018 with a remit to attract and support inward investment, and market Cornwall as a location for business. The current CTI project has the following key features:

1. Providing export trade development opportunities for Cornish & Isles of Scilly-based SMEs to compliment national (Department of International Trade) and regional export development programmes such as Export for Growth.
2. Continued, and enhanced, inward investment promotion and support with the aim to influence job creation and deliver productivity-led growth across the C&IoS economy. This is achieved through marketing CIOS as a location for UK, European and international inward investment in order to generate leads and convert those leads into business locations that create high quality, sustainable jobs. A lead generator will be procured to support the generation of inward investor leads.
3. Ensuring that active leads generated during the previous IiC project can be converted to delivered outputs. Although a strong pipeline of leads were created by the IiC project, in many cases the gestation period within which projects can be converted into delivered outputs exceeded the previous project time frame.
4. Delivering a comprehensive and targeted marketing, promotion, PR and events programme utilising online, mobile and printed media to support inward investment and export trade activity in CIOS.

Through this activity, the following outputs contracted:

- 30 new inward investors.
- 50 Cornish SMEs supported in export and trade missions
- 150 new jobs

A logic model has been produced for the service.

### **3. Tender objectives**

CDC is seeking to commission an experienced supplier to undertake a robust assessment of the CTI project against its objectives and output targets.

The evaluation will consist of three phases with separate reporting requirements:

1. An interim evaluation – Completed by September 2019

The aim of the first interim evaluation is to evaluate the processes involved in delivering the Programme and to create a Summative Assessment Plan by July 2019 – see guidance via link

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/795499/ESIF-GN-1-033\\_ERDF\\_Summative\\_Assessment\\_Guidance\\_v3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/795499/ESIF-GN-1-033_ERDF_Summative_Assessment_Guidance_v3.pdf)

2. A second interim evaluation – completed by September 2020

The aim of the second interim evaluation is to evaluate the processes involved in delivering the programme and report progress against the Summative Assessment Plan. The second interim evaluation should include the outputs achieved to date.

3. Final evaluation – Delivered by August 2021

The final evaluation should evaluate the achievement of outputs and outcomes of the programme. It should provide evidence for the Summative Assessment Report, assessing the potential legacy of the programme as well as the resulting economic impact if the service should not be continued.

### **4. Tender requirements**

The successful tender will be expected to undertake the following activities:-

#### **4.1a Interim evaluation 1**

The first interim evaluation will primarily be concerned with process and delivery as opposed to project outcomes. The aim will be to evaluate the effectiveness of delivery, across the three strands of the programme. In addition, the interim stage will evaluate the achievement of project outputs to date and identify any emerging added value provided by the programme.

This should include consideration of:

- Management and coordination.
- Branding and marketing.

- Engagement with project stakeholders.
- Business engagement and satisfaction.

As well as providing an assessment of programme delivery to date, the interim evaluation should outline suggestions for further improvements which can be incorporated within planning and delivery for the final duration of the programme.

#### **Deliverables**

- Review and comment on the drafted Summative Assessment Plan which will be made available to the successful tenderer at the inception meeting. (by mid August 2019)
- An interim report and executive summary. This should include a table outlining programme achievement to date in addition to implications and recommendations for future programme delivery. (31<sup>st</sup> October 2019)

#### 4.1b Interim evaluation 2

The second interim evaluation will primarily be concerned with delivery and project outcomes. The aim will be to evaluate the effectiveness of delivery and achievement of project outputs to date, identifying any emerging added value provided by the programme.

This should include consideration of:

- Management and coordination.
- Branding and marketing.
- Engagement with stakeholders (including steering group).
- Business engagement and satisfaction.
- Strategic added value.

As well as providing an assessment of programme delivery to date, the interim evaluation should outline suggestions for further improvements which can be incorporated within delivery for the remainder of the programme.

#### **Deliverables**

- A Summative Assessment interim report (25<sup>th</sup> September 2020)
- A second interim report and executive summary. This should include a table outlining programme achievement to date in addition to implications and recommendations for future programme delivery. (25<sup>th</sup> September 2020)

#### **Methodology for interim evaluations**

Cornwall Development Company is open to suggestions as to the best methodology to employ in order to achieve the two interim evaluation objectives as described above. We

would also expect to discuss the approach in more depth with the successful tenderer at an inception meeting, to be organised after the award of the contract.

However, the approach might include the following elements:

- **A Desk-Based Review of Existing Data.** This could include an analysis of the monitoring data collected by the programme team in relation to inward investors and export businesses.
- **Consultations with Key Stakeholders.** This could include capturing the views of steering group members and other key stakeholders.
- **Consultations with CTI Staff.** We envisage that the evaluators will capture the views of the project team, with a particular focus on programme delivery.
- **Beneficiary Feedback.** Although feedback will be gathered and made available as part of the Final Reports there may be a case for collecting more in-depth qualitative information from beneficiaries and we would welcome suggestions as to how best this could be done to minimise research fatigue.
- **Assessment of progress against additional metrics.** The following metrics have been identified and could be monitored to evaluate success:
  - Business assists (in total, not just landed)
  - Business rates generated (by landed investors)
  - New contracts (inward investors awarding to local industry and/or local industry winning from inward investors)
  - % increase in exports for assisted business
  - Effectiveness of procuring lead generator services for inward investor outputs

#### 4.1c Final evaluation

- A Summative Assessment final report (by 27<sup>th</sup> August 2021)
- A final project report and executive summary with a table outlining programme delivery against outputs and outcomes, key findings, lessons learned and implications for programme legacy. (by 27<sup>th</sup> August 2021)

The focus of the final evaluation will be on the overall impact of the programme on its beneficiaries and stakeholders. This will include an assessment of the extent to which the programme has met output and outcome targets as well as an appraisal of the strategic added value of the programme and its impact in relation to cross-cutting themes.

This stage of the evaluation should also include an assessment of the programme's legacy for businesses, stakeholders, and the wider Cornish economy. As a minimum the final evaluation should include assessment of:

- **The economic impact of the programme**

This should include estimates for the impact of inward investments, export contracts and the jobs created.

- **The extent to which the programme aims have been achieved**

A robust assessment of whether the programme has met its original objectives and rationale, highlighting aspects of the programme that have worked well and the areas that have not worked well.

- **The outcomes and impacts that have been achieved**

Assess how outcomes have been achieved and the scale of the impact achieved through the programme.

- **Assess the approaches to programme delivery**

Evaluate the effectiveness of the programme management, administration and operational delivery.

- **Deliver an assessment of the added value**

Consider the added value that has been achieved by the programme through impacts achieved.

- **Assess the impact of cross-cutting themes**

Evaluate the impact of the programme as regards the two ERDF cross-cutting themes: Equality and Diversity & Environmental Sustainability.

It is important to ensure businesses are engaged with and not confused by the support that is available across CloS. The evaluation should therefore assess the extent to which the Cornwall Trade & Investment programme has complimented the provision of other support available.

## **Methodology**

CDC would envisage that the final evaluation would follow a similar approach to that of the interim evaluations, including a desk-based review of existing data, consultations with stakeholders and staff and a review of all relevant metrics.

The final evaluation should, however, collect more in-depth information on beneficiary impacts. This could be in the form of feedback questionnaires, surveys or interviews and should include:

- A review of the process of measuring economic impacts which have taken place during the lifetime of the programme or are anticipated in the future. While a full assessment of the economic impact of the programme will not be evident until 2022, we would expect the evaluator to support the collection of economic outcome data from participatory businesses.
- The collection and analysis of more in-depth data on the impact of the project on beneficiaries to provide some contextual information around the economic impact analysis. This should include a consideration of strategic added value and any unexpected impacts the programme may have had on the businesses.

**It should be noted that while much of the output information will be made available by the programme team, there may be a need for the tenderer to collect some of the outcome information. The time and cost involved will need to be taken into account in the submission of this tender.**

## 4.2 Adherence to European Regional Development Fund Publicity Guidance

This project is partly funded through ERDF and to raise awareness of the opportunities it offers, the European Commission requires all European funded projects to actively promote and publicise that they have received investment and to acknowledge it on any publicity materials or project documentation relating to the funded activity.

These requirements are set out in formal regulations and failure to comply with them may result in projects having to repay grant. Therefore, any material produced under this contract must comply with the EU Publicity regulations which can be found at this link contained in the ERDF National Publicity Guidelines at Appendix 1. All material will normally require the use of both the Cornwall Trade & Investment logo with the ERDF logo which can be found at the link in Appendix 1.

## 4.3 ERDF Cross-Cutting Themes

As detailed above, this project is partly funded through ERDF and Projects qualifying for funding support must incorporate the Cross-Cutting Themes which are essential for the achievement of a well-balanced, sustainable and innovative economy. There are two themes:

- Sustainability:

Sustainable development is about achieving an appropriate balance between environmental, social and economic objectives. This means a project needs to demonstrate how any potential negative environmental impacts associated with their project will be minimised, or mitigated, and how potential positive impacts will be maximised.

- Equality and diversity:

Equality is about respect and not treating an individual or group of people unfairly. It is about giving people equality of opportunity to access services and to fulfil their potential. Equality is therefore based on the idea of fairness while recognising everyone is different.

Diversity is about all the ways in which people differ and about recognising that differences are a natural part of society. No two people are the same and this means that many different elements make up our local community – something which should be celebrated. Diversity is about treating people as individuals and making them feel respected and valued

See also Corporate Requirements in section 8 below.

## 5. Budget

The total maximum budget available for this commission is £22,000 (exc VAT) inclusive of all expenses.

**Tenders that exceed the total budget will not be considered.**

The budget will be reviewed as part of the tender evaluation detailed in Section 10 and will

reflect the degree to which there is a saving on this budget (if any).

## 6. Tender and commission timetable

The timescale of the project is from the date of signing the contract until August 2021. The anticipated timetable for submission of the Tender, completion of the project and interim tendering/contract process milestones, are set out below.

<b>Milestone</b>	<b>Date</b>
Publication of ITT	08/07/2019
Final date for receipt of clarifications	15/07/2019
Final date for response to clarifications	17/07/2019
<b>Deadline to return the Tender to CDC</b>	<b>17:00 on 22/07/2019</b>
Evaluation of Tender by CDC - commencement	22/07/2019
Successful and unsuccessful tenderers notified	29/07/2019
Signed Contract	02/08/2019
Project inception meeting	w/c 05/08/2019
Review & comment on draft Summative Assessment Plan	22/08/2019
Interim evaluation I	31/10/2019
Interim evaluation II	25/09/2020
Final evaluation	27/08/2021

## 7. Tender submission requirements

Please include the following information in your Tender submission.

### 7.1 Covering letter (two sides of A4 maximum) to include:

- A single point of contact for all contact between the tenderer and CDC during the tender selection process, and for further correspondence.
- Confirmation that the tenderer has the resources available to meet the requirements outlined in this brief and its timelines
- Confirmation that the tenderer accepts all the Terms and Conditions of the Contract attached (Appendix 2)
- Confirmation that the tenderer will be able to meet the Corporate Requirements (see Section 8) to include confirmation that Equality and Diversity, Environmental and Data Protection policies are in place and, if successful, supporting documentation will be provided as evidence
- Confirmation that the tenderer holds current valid insurance policies as set out below and, if successful, supporting documentation will be provided as evidence

- Conflict of interest statement
- Please also indicate any previous experience of working with European Funding / ERDF projects

## 7.2 Evidence of expertise in Project Evaluation and Summative Assessment

7.2.1 Project Evaluation and Summative Assessment: relevant experience of the staff who would carry out the work based directly on the nature of the work specified within this project. Names and CV's should be provided to demonstrate experience of working on similar projects, specifically in relation to inward investment and export

7.2.2 Project Evaluation and Summative Assessment: examples of other relevant commissions held by your organisation with contact details of referees, approximate costs and outcomes and details of the similarities between the example and the work being tendered for

## 7.3 Project proposal to a methodology outlining how you will approach / deliver the project.

Organisations should prepare a proposal of no more than 20 pages setting out:

- your understanding of the outlined evaluation requirements, and specific summative assessment guidelines
- the approach to meet those requirements and guidelines
- project risks and mitigations
- breakdown of research tasks, the number of days allocated to each, who will do them and a timeline

## 7.4 Budget

Provide a breakdown of costs for the following elements:-

- A **fixed fee** for this work, to exclude VAT but include all travel and other expenses
- A schedule of day rates for any additional work that may be required

## 8. Corporate requirements

CDC wishes to ensure that its contractors, suppliers and advisers comply with its corporate requirements when facilitating the delivery of its services. It is therefore necessary to ensure that the contractor can evidence their ability to meet these requirements when providing the services under this commission.

All Tender returns must include evidence of the following as pre-requisite if the Tender return is to be considered.

## **Equality and Diversity**

CDC is committed to providing services in a way that promotes equality of opportunity. It is expected that the successful tenderer will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation. The tenderer will be required to provide a copy of their Equality and Diversity Policies/Practices if successful in securing this contract.

## **Environmental Policy**

CDC is committed to sustainable development and the promotion of good environmental management. It is expected that the successful tenderer will be committed to a process of improvement with regard to environmental issues. The tenderer will be required to provide a copy of their Environmental Policies/Practices if successful in securing this contract.

## **Indemnity and Insurance**

The contractor must effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the contractor's obligations and liabilities under this contract, including but not limited to:

- Professional indemnity insurance with a limit of liability of not less than £1 million;
- Public liability insurance with a limit of liability of not less than £2 million;
- Employers liability insurance with a limit of liability of not less than £2 million

All insurances shall cover for any one occurrence or series of occurrences arising out of any one event during the performance of this contract. The tenderer will be required to provide a copy of their insurance policies if successful in securing this contract.

In addition, the contract will be subject to the following legislation.

## **Data Protection**

The contractor will comply with its obligations under Data Protection Legislation (DPL), being the UK Data Protection Legislation and the General Data Protection Regulation (GDPR) and any other directly applicable European Union legislation relating to privacy.

The tenderer will be required to provide a copy of their Data Protection policy and privacy statement if successful in securing this contract.

## **Freedom of Information Legislation**

CDC may be obliged to disclose information provided by bidders in response to this tender under the Freedom of Information Act 2000 and all subordinate legislation made under this Act and the Environmental Information Regulations 2004 (Freedom of Information Legislation). Tenderers should therefore be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. CDC will proceed on the basis of disclosure unless an appropriate exemption applies. Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if it is in the public interest.

## **Prevention of Bribery**

Tenderers are hereby notified that CDC is subject to the regulations of the Bribery Act 2010 and therefore has a duty to ensure that all tenderers will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, this legislation.

## **Health and Safety**

The Consultant must at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements.

## **Exclusion**

CDC shall exclude the tenderer from participation in this procurement procedure where they have established or are otherwise aware that the organisation, to include administrative, management or supervisory staff that have powers of representation, decision or control of the applicant's company, has been the subject of a conviction by final judgment of one of the following reasons:

- Participation in a criminal organisation
- Corruption
- Fraud
- Terrorist offences or offences linked to terrorist activities
- Money laundering or terrorist financing
- Child labour and other forms of trafficking in human beings

## **Publicity**

In order to comply with the necessary publicity regulations that accompany ESIF funds all promotional material, meeting invites, questionnaires and reports must at all times comply with the latest guidelines. The Secretary of State has published the National European Structural and Investment Fund Publicity Guidance to assist grant recipients to comply with the Regulations referred to in the paragraph above. The chosen contractor will be required to agree all project paperwork design with the project manager at the start of the contract to ensure that the necessary conditions have been met. The appointed contractor must comply with the publicity requirements in all activities, events, and literature developed as part of this contract. The link to the ERDF publicity requirements can be found at Enclosure 2.

## **Sub-contracting**

Tenderers should note that a consortia can submit a tender but the sub-contracting of aspects of this commission after appointment will only be allowed by prior agreement with CDC.

## **Content ownership**

By submitting a tender application, the tenderer acknowledges that the copyright to all

material produced during the project will be the property of CDC.

### **Document Retention**

All documentation (electronic and hard copy) produced as part of this contract will need to be returned to CDC at the end of the contract so that we can retain them for future reference/audit. The contractor will not be expected to store these documents for future reference.

### **Conflicts of Interest**

Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, **please confirm within your tender submission** whether, to the best of your knowledge, there is any conflict of interest between your organisation and CDC or its project team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

Receipt of this statement will permit CDC to ensure that, in the event of a conflict of interest being notified or noticed, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial panel.

### **9. Tender clarifications**

Any clarification queries arising from this Invitation to Tender which may have a bearing on the offer should be raised by email to:

[info@cornwall.ti.com](mailto:info@cornwall.ti.com) by **15/07/2019** and strictly in accordance with the Tender & Commission Timetable in section 6.

Responses to clarifications will be anonymised and circulated via Contract Finder by CDC and will be viewable to all tenderers.

No representation by way of explanation or otherwise to persons or corporations tendering or desirous of tendering as to the meaning of the tender, contract or other tender documents or as to any other matter or thing to be done under the proposed contract shall bind CDC unless such representation is in writing and duly signed by a Director/Partner of the tenderer. All such correspondence shall be returned with the Tender Documents and shall form part of the contract.

### **10. Tender evaluation methodology**

Each Tender will be checked for completeness and compliance with all requirements of the ITT. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria.

**Tender returns will be assessed on the basis of the following tender award criteria**

Ref 7.1 Covering Letter	
Acceptable covering letter including confirmation of the requirements detailed at 7.1	Pass/ Fail
Ref 7.2 Track Record	30
7.2.1 Project Evaluation and Summative Assessment: relevant experience of the staff (including CV's)	25
7.2.2 Project Evaluation and Summative Assessment: examples of other relevant commissions	5
Ref 7.3 Methodology	50
Project proposal to a methodology outlining how you will approach / deliver the project.	
Ref 7.4 Budget	20
A <b>fixed fee</b> for this work (exc VAT) including travel and other expenses	
The lowest bid will be awarded the full 20 marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = 20 x lowest bid / bid	

**Assessment of the Tender (7.2-7.4)**

The reviewer will award the marks depending upon their assessment of the applicant's tender submission using the following scoring to assess the response:

Scoring Matrix for Award Criteria		
Score	Judgement	Interpretation
100%	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.
80%	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response.
60%	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response.
40%	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.

20%	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
0%	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.

During the tender assessment period, CDC reserves the right to seek clarification in writing from the tenderers, to assist it in its consideration of the tender. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria weightings in the table above.

CDC is not bound to accept the lowest price or any tender. CDC will not reimburse any expense incurred in preparing tender responses. Any contract award will be conditional on the Contract being approved in accordance with CDC's internal procedures and CDC being able to proceed.

### **Tender Award**

Any contract awarded as a result of this tender process will be in accordance with the attached CDC standard terms and conditions (see Appendix 2).

### **11. Tender returns**

Please submit the Tender document by email or post or in person by 17:00 on 22/07/2019.

If submitting electronically, please send by email to [tenders@cornwalldevelopmentcompany.co.uk](mailto:tenders@cornwalldevelopmentcompany.co.uk) with the following wording in the subject box: "Tender TEN455 Strictly Confidential Cornwall Trade & Investment Project Evaluation and Summative Assessment"

Tenderers are advised to request an acknowledgement of receipt when submitting by email.

If submitting by post or in person, the Tender must be enclosed in a sealed envelope, only marked as follows:

"Tender TEN455 Strictly Confidential Cornwall Trade & Investment Project Evaluation and Summative Assessment"

Nicky Pooley  
Head of Corporate Services  
Cornwall Development Company  
Bickford House  
Station Road

Pool  
Redruth  
Cornwall  
TR15 3QG

The envelope should not give any indication to the tenderer's identity. Marking by the carrier will not disqualify the tender.

## **12. Disclaimer**

The issue of this documentation does not commit CDC to award any contract pursuant to the tender process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between CDC or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between CDC and any other party (save for a formal award of contract made in writing by or on behalf of CDC).

Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to the tenderers by CDC or any information contained in CDC's publications is supplied only for general guidance in the preparation of the tender response. Tenderers must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by CDC for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

CDC reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all. Cancellation of the procurement process (at any time) under any circumstances will not render CDC liable for any costs or expenses incurred by tenderers during the procurement process.

## 13. Appendices

## Appendix 1. ERDF Publicity Guidelines

<https://www.gov.uk/government/publications/european-structural-and-investment-funds-programme-guidance>

## Appendix 2

### Terms and Conditions of the Contract Cornwall Development Company

#### Standard Terms and Conditions of Purchase of Goods and Services under £25,000

These conditions shall govern the Contract to the exclusion of any terms and conditions of the Supplier. No variation to these conditions shall be binding unless expressly agreed in writing between the Cornwall Development Company and the Supplier.

#### 1. Definitions and Interpretation

1.1 The following words and expressions have the following meaning unless inconsistent with the context.

“**CDC**” means Cornwall Development Company Ltd;

“**Contract**” means the contract between CDC and the Supplier to supply the Goods and/or Services consisting of this Order incorporating these standard conditions and such other conditions or documents or specifications specified on the face of this Order;

“**Goods**” means the goods specified in the Order;

“**Services**” means the services specified in the Order;

“**Order**” means the Order made by CDC for the supply of the Goods and/or Services;

“**Price**” means the Price payable by CDC for the Goods and/or Services exclusive of VAT.

“**Regulated Activity**” means a regulated activity as defined in the Safeguarding Vulnerable Groups Act 2006;

“**Supplier**” means the person, firm or company to whom this Order is issued.

“**Intellectual Property Rights**” means all vested and contingent and future Intellectual Property including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created.

The headings in the conditions are for convenience only and shall not affect its interpretation. The singular includes the plural and vice versa; one gender includes all others.

Reference to any Act or Parliament or any Order, Regulation, Statutory Instrument, Directive or the like shall be deemed to include a reference to any amendment or re-enactment thereof.

## **2. Quality and Inspection**

- 2.1 The Goods shall be of satisfactory quality and fit for purpose, comply with all applicable published standards and conform in all aspects with the specification supplied/advised by CDC.
- 2.2 The Supplier will perform the Contract with reasonable care and skill by suitably experienced personnel.
- 2.3 All Goods/Services shall comply with all relevant Health and Safety legislation.
- 2.4 CDC shall have the right to inspect and test the Goods any time prior to acceptance. The CDC may require the Goods to be tested by the Supplier in the presence of a representative of CDC.
- 2.5 If CDC are of the opinion the results of the inspection or testing do not comply with the Order CDC shall inform the Supplier. The Supplier shall immediately take action deemed necessary to ensure compliance with the Order.
- 2.6 CDC is entitled to reject the Goods/Services where they do not comply with the Order.

## **3. Price, Payment and VAT**

- 3.1 The Price of the Goods/Services shall be as stated in the Order and unless agreed in writing shall be exclusive of VAT but inclusive of all other charges.
- 3.2 Any VAT payable by CDC shall be payable at the rate and in the same manner for the time being prescribed by law. All VAT charges must be shown separately in the invoice clearly identifying what it relates to.
- 3.3 Payment of the Price and any VAT shall be made by CDC within 30 days of receipt of a valid invoice.
- 3.4 No variation in the Price nor any extra charges shall be accepted by CDC unless expressly agreed in writing prior to acceptance of the Goods/Services.
- 3.5 CDC shall be entitled from time to time to set off any liability of the Supplier to CDC under this Contract or any other contract between the Supplier and CDC without prejudice to any other rights or remedies available to CDC.

## **4. Delivery, Title and Risk**

- 4.1 The Supplier shall deliver/provide the Goods/Services in accordance with such requirements as are specified in the Order unless otherwise agreed with CDC in writing.
- 4.2 The Supplier shall off-load the Goods as directed by CDC at its own risk and shall obtain written confirmation of delivery from a duly authorised representative of CDC.
- 4.3 All Goods must be properly packed and be clearly labelled and addressed. In the event that Goods are damaged or lost in transit, CDC shall inform the Supplier in writing and the Supplier shall replace or repair the Goods at its expense and in such circumstances delivery shall not be deemed to have taken place until replacement or repaired Goods are delivered to CDC.
- 4.4 Without prejudice to any rights or remedies property and risk in any Goods shall pass to the CDC on delivery or when CDC notifies acceptance in writing where the Goods are to be subject to testing, whichever shall be the later.

## **5. Gratuities**

The Supplier and/or Suppliers personnel shall not solicit or accept any gratuity, tip or any other form of money-taking or reward-collection or charge for undertaking its/their work

under the Contract other than charges properly approved by CDC in accordance with the provisions of the Contract.

## **6. Prevention of Bribery**

- 6.1 The Supplier warrants and undertakes to the Company that:
  - 6.1.1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010
  - 6.1.2 it will comply with the Company's anti-bribery policy as may be amended from time to time, a copy of which will be provided to the Supplier on written request;
  - 6.1.3. it will procure that any person who performs or has performed services for or on its behalf ("Associated Person") in connection with this Contract complies with this clause 6;
  - 6.1.4 it will not enter into any agreement with any Associated Person in connection with the Contract, unless such agreement contains undertaking on the same terms as contained in the clause 6;
  - 6.1.5 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
  - 6.1.6 from time to time, at the reasonable request of the Company, it will confirm in writing that it has complied with its undertakings under clauses 6.1.1.-6.1.5 and will provide any information reasonably request by the Company in support of such compliance
  - 6.1.7 it shall notify the Company as soon as practicable of any breach of any of the undertaking contained within this clause of which it becomes aware.

## **7. Auditors**

The Supplier shall co-operate fully at all times with any enquires or investigations of the CDC or CDC auditors or the Local Government Ombudsman or auditors for related funders and stakeholders for the project and when required to do so Government Departments, the European Court of Auditors, The European Commission auditors and the National Audit Office.

## **8. Cancellation/ Termination**

- 8.1 CDC may cancel this Order by written notice at any time prior to the Goods/Services being delivered or performed. The Supplier shall promptly repay to CDC any monies paid in respect of the Price and CDC shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 8.2 CDC shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:
  - 8.2.1 the Supplier is in material breach of its obligations under the Contract and has failed to remedy the same within 14 days of notice from CDC specifying the breach and requiring its remedy; or
  - 8.2.2 the Supplier being an individual becomes insolvent, or is the subject of bankruptcy order or a bankruptcy petition or makes proposals to his creditors for a voluntary arrangement or any application is made for an interim order in connection therewith; or
  - 8.2.3 the Supplier being a partnership any of the matters referred to in 7.2.2 applies to any partner or if any partner dies or the partnership is dissolved; or
  - 8.2.4 the Supplier being a Company becomes insolvent or goes into liquidation (compulsory or voluntary) or if an administrator, receiver, administrative receiver or manager is appointed in respect of the whole or any part of its business or assets or it makes an assignment for the benefit of or composition with its creditors generally or ceases or threatens to cease business.

- 8.2.5 The financial position of the Supplier deteriorates to such an extent that in the opinion of CDC the capability of the Supplier to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of CDC accrued prior to termination. The conditions which have effect after termination shall continue to be enforceable notwithstanding termination.

#### **9. Indemnity and Insurance**

- 9.1 The Supplier shall indemnify CDC against all matters of any kind arising in contract, tort, statute or otherwise directly or indirectly out of the wrongful act, default, breach of contract or negligence of the Supplier, its sub-contractors, employees or agents in the course of or in connection with the Contract. This indemnity shall extend to (but not be limited) in respect of death or injury to persons, damage to property, prevention of corruption, the infringement of intellectual property rights, health and safety, race relations, disability discrimination and data protection investigations.
- 9.2 The Supplier shall maintain adequate insurance against its liability under this Contract and shall provide CDC on written request with evidence that it is being maintained. Insurance levels required:
- 9.2.1 - professional indemnity insurance with a limit of liability of not less than £2 million for independent advice; and
  - 9.2.2 - public liability insurance with a limit of liability of not less than £2 million; and
  - 9.2.3 - employers liability insurance with a limit if liability of not less than £2 million for any one occurrence or series of occurrences arising out of any one event.

#### **10. Intellectual Property Rights**

- 10.1 The Goods/Services shall not infringe the Intellectual Property Rights of any third party.
- 10.2 The Supplier shall indemnify CDC against any and all direct losses, claims, damages, costs, charges, proceedings, expenses and demands and actions arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Right and/or royalty payment rights of any third party in respect of the Goods/Services.

#### **11. Confidentiality; Disclosure of Information; Freedom of Information Act 2000**

- 11.1 The Supplier shall keep in strict confidence any confidential information provided by CDC and shall only use the confidential information received for the purposes of the Contract and shall not disclose the confidential information without the prior written consent of CDC. The Supplier shall take all necessary precautions to ensure that all confidential information is treated confidential and not disclosed (save as expressly permitted by the Contract) other than for the purposes of the Contract or is permitted under the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004.
- 11.2 The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000, the content of this Contract is not confidential information. CDC shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000. Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for CDC to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the

Freedom of Information Act 2000 redacted), including from time to time agreed changes to the Contract, to the general public.

- 11.3 The CDC may consult with the Supplier to inform its decision regarding any exemptions but CDC shall have the final decision in its absolute discretion.
- 11.4 The Supplier shall assist and cooperate with CDC to enable CDC to publish the Contract.
- 11.5 Nothing contained in this Contract shall prevent CDC from disclosing and/or publishing under the provisions of the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004 any term or Condition or information contained in or relating to the formation of this Contract.
- 11.6 The Supplier shall co-operate with CDC and supply all necessary information and documentation required in connection with any request received by CDC under the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004.
- 11.7 Nothing contained in this Contract shall prevent CDC from disclosing and/or publishing any documents or information produced by the Supplier in accordance with this Contract.

## **12. Data Protection**

The Supplier and CDC shall comply with the provisions of the UK Data Protection Legislation and the General Data Protection Regulation (GDPR) and any other directly applicable European Union legislation relating to privacy insofar as the same relates to the provisions and obligations of the terms and conditions of the Contract.

## **13.1 Statutory Obligations**

- 13.1 The Supplier shall at all times comply with the requirements of:
  - 13.1.1 the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements and CDC's policies and procedures relating to health and safety;
  - 13.1.2 the Equality Act 2010 and all other relevant related statutory and regulatory requirements and CDC's policies and procedures, copies of which are available on request, relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, belief, ethnicity, gender, age, disability, nationality, marital status or sexual orientation; and
  - 13.1.3 all statutory and European and domestic statutory and regulatory requirements where relevant to the provision by the Supplier of the Contract and to be observed and performed in connection with the Contract including any obligations binding upon CDC. In particular
    - 13.1.3.1 – it is required that all documentation is retained until the end of the contract
    - 13.1.3.2 – that all documentation for publication has the correct logo displayed

## **14. Conflicts of Interest**

The supplier will provide a statement with regards to a conflict of interest for this procurement through the provision of either -

- 14.1 A Declaration that to your knowledge there is no conflict of interest between your company and the Cornwall Development Company or project team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the contexts of this procurement procedure.
- Or**
- 14.2 A Declaration that there is a likely conflict of interest between your company and the

Cornwall Development Company or project team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the contexts of this procurement procedure, please provide details of this connection.

This will permit CDC, that in the event of a conflict of interest, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial panel.

### **15. Remedies**

15.1 If any Goods/Services are not supplied or performed in accordance with, or the Supplier fails to comply with, any terms of the Contract, the CDC shall be entitled to any one or more of the following remedies at its discretion:

15.1.1 to rescind the Order;

15.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;

15.1.3 to reject the provision of Services (in whole or in part) at the risk and cost of the Supplier on the basis that a full refund for the rejection of the provision of Service in whole or a reduction from the Price as the CDC determines reasonable for the part performed/provided services shall be paid forthwith by the Supplier;

15.1.4 at CDC's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods/Services or to supply or provide replacement Goods/Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

15.1.5 to refuse to accept any further deliveries or provision of the Goods/Services or any part thereof;

15.1.6 to carry out at the Supplier's expense any work necessary to make the Goods/Services comply with the Contract; and

15.1.7 to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

### **16. Dispute Resolution**

In the event of a dispute between CDC and the Supplier arising in connection with the Contract CDC and the Supplier shall use all reasonable endeavours to resolve the matter on an amicable basis. If CDC and the Supplier fail to resolve such disputes, the dispute shall be referred to the Chief Executive of CDC and the Supplier. The submission of either party to this clause shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

### **17. Whistleblowing**

The Supplier shall have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the Supplier and/or CDC as regards any part of the Contract and not take any action against any employee pursuant to its contractual rights in respect of that employee where the employee has in good faith reported alleged malpractice.

### **18. Assignment and Sub-contracting**

18.1 The Supplier shall not be entitled to assign or sub-contract the Contract or any part of it without the prior written consent of CDC.

18.2 CDC may assign or sub-contract the Contract or any part of it to any person, firm or

company.

## **18. Variations**

Conditions may only be varied by agreement in writing between Supplier and CDC.

## **19. Safeguarding**

19.1 If appropriate, the Supplier shall put or have in place a safeguarding policy which reflects and complements the relevant statutory provisions relating to safeguarding children and/or vulnerable adults and;

19.1.1 CDC's safeguarding policies and procedures; and

19.1.2 if appropriate the Cornwall and Isles of Scilly Safeguarding Adults Board policies and procedures including but not limited to the Multi-Agency Safeguarding Adults Policy; and

19.1.3 the Cornwall and the Isles of Scilly Local Safeguarding Children Board's safeguarding policies and procedures including the South West Safeguarding and Child Protection Procedures and the Local Safeguarding Children Board Guidelines for Providers; as applicable and amended from time to time to ensure that all allegations, suspicions and incidents of abuse, harm or the risk of harm to children and / or vulnerable adults or where there is a concern about the behaviour of an individual are reported immediately to the Council's Directorate of Adult Care and Support (Single Point of Access) 0300 1234 131 in respect of a vulnerable adult or the Council's Directorate of Children Schools and Families (Single Referral Unit) 0300 123 1116 in respect of a vulnerable child. The Supplier's safeguarding policies and procedures should include active encouragement to staff in whistle blowing if aware of suspected abuse.

19.2 If appropriate, the Supplier shall submit its safeguarding policy to CDC for approval. The Supplier must incorporate any amendments to the policy which may be advised by CDC.

19.3 Subject to the Government Review of the Vetting and Barring Scheme announced 16<sup>th</sup> June 2010, the Supplier must, if appropriate, adhere to the requirements under the scheme including, when appropriate, the referral of individuals to the Independent Safeguarding Authority where there is a concern relating to harm or the risk of harm to children or vulnerable adults or where there is a concern about the behaviour or conduct of an individual. The Supplier shall comply with all statutory obligations in respect of safeguarding and shall act in accordance with the guidance issued by the Independent Safeguarding Authority as amended from time to time.

19.4 If appropriate, all Supplier personnel (paid and voluntary) engaged in a Regulated Activity on behalf of the Supplier must have undertaken an Enhanced Criminal Records Bureau Check and the Supplier shall provide the CDC with details of individual Enhanced Criminal Records Bureau Check certificate reference numbers for all employees likely to be engaged in the provision of the Goods concerned and ensure this information is updated as required. The Supplier shall procure that no person who discloses any conviction or who is found to have any convictions following the checks referred to in this Condition is employed or engaged by the Supplier on the Supplier's behalf without CDC prior written consent. All personnel must have a fresh Enhanced Criminal Records Bureau Check if they have a break in service of three (3) months or more.

19.5 The Supplier shall ensure that the organisation operates a recruitment and selection procedure which aligns with CDC's recruitment and disciplinary standards and which meets the requirements of legislation, equal opportunities and anti-discriminatory practice and ensures the protection of vulnerable children and adults. The selection of all Supplier personnel and volunteers should be fair, safe and effective and the Supplier will be expected to comply with all national requirements for registered

providers and shall ensure the stringent checking of identification, qualifications, curriculum vitae and the scrutiny of at least two confidential references which specifically include a response to a question enquiring as to the suitability of the applicant for the post particularly in circumstances where the carrying out of Criminal Records Bureau Checks is not a statutory requirement.

- 19.6 If appropriate, the Supplier shall ensure that vulnerable children and adults are safeguarded from any form of abuse or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self harm or inhuman or degrading treatment through deliberate intent, negligent acts or omissions.
- 19.7 If appropriate, the Supplier shall ensure that all allegations, suspicions and incidents of abuse are reported immediately to CDC and shall promptly take appropriate disciplinary action against any member of staff who is engaged or is alleged to be engaged in any of the improper conduct. The Supplier shall promptly inform CDC of the initiation, nature and outcome of any disciplinary action taken against any member of staff and shall immediately suspend the member of staff from providing the Goods pending investigation and completion of appropriate disciplinary action. CDC may require the Supplier to provide specific further training and support to the member of staff concerned and may request in writing that the Supplier monitors that member of staff's performance and submits a report to CDC. The Supplier shall ensure that the provisions of relevant contracts of employment of its staff provide for relevant staff consent to the sharing of the information / data described in this Condition.
- 19.8 If appropriate, the Supplier shall procure that all personnel engaged in the delivery of this Contract regularly receive appropriate safeguarding vulnerable adults training according to their job role as detailed within the Specification or discussed and agreed at subsequent contract review meetings.
- 19.9 If appropriate, the Supplier shall appoint an individual of sufficient seniority for the safeguarding of vulnerable adults. This individual shall be responsible for the implementation and monitoring of the Supplier's safeguarding policies and procedures in accordance with the terms of this Contract.

## **20. Third Party Rights**

A third party who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

## **21. Notice**

Any notice about the Contract may be sent by hand or by ordinary, registered or recorded delivery post or transmitted by facsimile transmission or other means of telecommunications resulting in the receipt of written communication in permanent form and if so sent or transmitted to the address of the party shown on the Contract, or to such other address as that party has notified to the other, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would be first received by the addressee in normal business hours.

## **22. Communications**

Any communications oral or written between Supplier or CDC and any third party on behalf of the CDC shall be conducted in the English language.

## **23. Force Majeure**

The CDC reserves the right to defer the date of delivery or payment or cancel the Contract or reduce the volume of Goods or provision of Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of CDC including, without limitation, acts of God, governmental actions, war or national emergency,

acts of terrorism, protests, riot, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials.

#### **24. Governing Law**

The Contract shall be governed by and construed in accordance with the laws of England and Wales.

### 3. Summative Assessment Logic Model

