**GWE Business West**

International Travel Support Services

**INVITATION TO TENDER (ITT)**

Date: 9 January 2019

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# 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 China 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 28 January 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 28 January 2019 to 31 March 2019.
  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 23:59 hrs BST21 January 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 by 21 January 2019, no later than 23:59 BST. (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 23:59 HRS GMT ON 21 January 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: 23:59 GMT on 15 January 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 before18 January 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 | *10 January 2019* |
| Deadline for receipt of written ITT clarification questions from Tenderers (by 23:59 hrs GMT) | *15 January 2019* |
| Responses to ITT clarification questions  (by 16:00 hrs GMT) | *16 January 2019* |
| **Closing date for receipt of Tenders**  (by 23:59 hrs GMT) | *21 January 2019* |
| Evaluation | *22 January 2019* |
| Notification of award | *24 January 2019* |
| Signing of Contract | *27 January 2019* |
| Commencement | *28 January 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 China and help accelerate business growth through technical collaboration. Specifically, this GBIP is focused on Agri Tech 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 China.

Business West invite proposals for the delivery of ***International Travel Services*** to selected attendees to visit China. Support for no more than 18 attendees (15 Companies, 2 Support Staff, 1 Expert)

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 China.

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 China. The duration of this visit will be **for 6 nights and 7 days.** Final itinerary to be finalised in February 19.

* + 1. A maximum of 18 pre-selected participants (selected by Business West) from the UK to be supported.
    2. Maximum budget of £35,000 (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 5 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 China is £35,000 (**INCLUSIVE 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 FRIDAY 29 MARCH 2019. Invoices received after this date may not be processed in time for the Programme closing date of 31st March 2019.
         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 30th July 2018*

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 £35, 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** Agri Tech visit to China | **£** |
| 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:

**“Background IPR”** means information, techniques, Know How, software and materials (regardless of the form or medium in which they are stored) that have been created by the Parties and whether owned or provided by the Parties prior to the date of the Agreement or developed otherwise than for the purpose of this Agreement.

**“Business Day”** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**“Complaint”** means any formal complaint raised by Us in relation to the performance of obligations due under the Agreement in accordance with Clause 21.

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

**“Confidential** means any confidential information, know how and data (in any

**Information”** form or medium) which relates to Us or You and all information relating to staff, finances, policies and procedures. This includes information identified as confidential in the Agreement or the Conditions (if any), or otherwise identified to the other party as confidential.

**“Customer Materials”** means all information (including Confidential Information), equipment and tools, drawings, specifications, data, software and any other materials supplied by Us to You.

**“Deliverables”** means all Documents, goods, products and materials developed by You or Your employees, agents and contractors as part of, or in relation to, the Services in any form, including computer programs, data, reports and specifications (including drafts).

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

**“Intellectual Property** means all patents, rights to inventions, utility models, copyright

**Rights or IPR”** and related rights (including moral rights), trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including Know-How and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**“Know-How”** means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

**“Public Body”** means any part of the government of the United Kingdom including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

**“Services”** means the services, including without limitation any Deliverables, to be provided by You under the Agreement.

**“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

**“Us/We/Our ”** means GWE Business West Ltd.

**“Working Day”** means any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

**“You/Your”** means the individual or organisation or company identified as the Service Provider.

No variation to these Conditions or the Agreement shall be binding unless agreed in writing between Us and You.

1. **BASIS OF AGREEMENT**
   1. The Agreement constitutes an offer by Us to purchase the Services subject to its terms, including these Conditions.
   2. No terms or conditions other than those set out in this Agreement, including these Conditions, shall apply to the Agreement. Any other terms and conditions on which any quotation has been given by You or subject to which the Agreement is accepted or purported to be accepted by You shall be of no effect.
2. **Supply of Services**
   1. In providing the Services, You shall:
      1. co-operate with Us in all matters relating to the Services, and comply with all Our instructions;
      2. perform the Services with the best care, skill and diligence in accordance with best practice in Your industry, profession or trade.
      3. acknowledge our Corporate Services Standards, a copy of which is available at [Service Standards](https://www.businesswest.co.uk/about/our-story/service-standards)(www.businesswest.co.uk/about/our-story/service-standards)
      4. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Your obligations are fulfilled in accordance with the Agreement;
      5. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Agreement, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to You by Us;
      6. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
      7. use the appropriate goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Us, will be free from defects in workmanship, installation and design;
      8. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations; and
   2. Not do or omit to do anything which may cause Us to lose any licence, authority, consent or permission on which We rely for the purposes of conducting Our business, and You acknowledge that We may rely or act on the Services.
   3. Not commit any act or omission that will bring Us into disrepute.
   4. Our rights under the Agreement are without prejudice to any act of law or other applicable legislation.
   5. Without prejudice to Our statutory rights, We will not be deemed to have accepted any Deliverables until We have had at least 14 Working Days after delivery to inspect them and We also have the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent (and We will be promptly reimbursed in full for such Deliverables).
   6. If, in connection with the supply of the Services, We permit any of Your employees, agents and contractors to have access to any of Our premises, You will ensure that, whilst on Our premises, Your employees and representatives comply with:
      1. all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
      2. any of Our policies, regulations, codes of practice or instructions relating to health and safety, security, the environment or access to and use of any of Our facilities or equipment which is brought to their attention or given to them whilst they are on Our premises by any of Our employees or representatives.
   7. You warrant that the provision of Services shall not give rise to a transfer of any Your employees or any third party to Us pursuant to TUPE.
   8. You acknowledge that all Customer Materials and all rights in the Customer Materials, are and shall remain at all times Our exclusive property. You shall keep the Customer Materials in safe custody at Your own risk, maintain them in good condition until returned to Us, and not dispose or use the same other than for the sole purpose of performing Your obligations under the Agreement and in accordance with Our written instructions or authorisation.
3. **Our obligations**
   1. We shall:
      1. provide You with reasonable access at reasonable times to Our premises for the purpose of providing the Services; and
      2. provide such information to You as You may reasonably request and We consider reasonably necessary for the purpose of providing the Services.
4. **Charges and payment**
   1. The Charges for the Services shall be set out in the Agreement and shall be Your full and exclusive remuneration in respect of the performance of the Services. Unless otherwise agreed in writing by Us, the Charges shall include every cost and expense directly or indirectly incurred by You in connection with the performance of the Services. All prices will remain fixed for the duration of the Agreement.
   2. We will reimburse You at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by You in providing the Services to Us provided that Our prior written approval is obtained before incurring any such expenses, and that all invoices for such expenses are accompanied by valid receipts.
   3. In consideration of the supply of the Services by You, We shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by You unless We agree in writing to another payment method.
   4. All amounts payable by Us under the Agreement are exclusive of amounts in respect of value added tax (VAT) chargeable for the time being. Where any taxable supply for VAT purposes is made under the Agreement by You to Us, We shall, on receipt of a valid VAT invoice from You, pay You such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
   5. You shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting any other rights or remedies We may have, set off any amount owed to Us by You against any amounts payable by Us to You under the Agreement.
   6. You acknowledge and agree that You will pay correctly rendered invoices from any of Your suppliers or other sub-contractors within 30 days of receipt of the invoice.
5. **Termination** 
   1. We may terminate the Agreement with immediate effect by giving written notice to You if:
      1. the circumstances set out in clauses 13, 14, 17 or 24 apply; or
      2. You breach any term of the Agreement and (if such breach is remediable) you fail to remedy that breach within 30 days of being notified in writing of the breach; or
      3. You suspend, or threaten to suspend, payment of Your debts or are unable to pay Your debts as they fall due or admit inability to pay Your debts or (being a company) are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply; or
      4. You commence negotiations with all or any class of Your creditors with a view to rescheduling any of Your debts, or make a proposal for or enter into any compromise or arrangement with Your creditors; or
      5. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with Your winding up; or
      6. (being an individual) You are the subject of a bankruptcy petition or order; or
      7. Your creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of Your assets and such attachment or process is not discharged within 14 days; or
      8. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over You; or
      9. (being a company) a floating charge holder over Your assets has become entitled to appoint or has appointed an administrative receiver; or
      10. a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets; or
      11. any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which You are subject that has an effect equivalent or similar to any of the events mentioned in clause [6.2.3](#_bookmark3) to clause 6.2.10 inclusive; or
      12. there is a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
      13. You suspend, or threaten to suspend, or cease or threaten to cease to carry on, all or substantially the whole of Your business; or
      14. Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Agreement has been placed in jeopardy; or
      15. (being an individual) You die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or you become a patient under any mental health legislation.
   2. Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect.
   3. Without prejudice to clause 6.2, any provision of this Agreement that expressly or by implication is intended to continue in force on or after this Agreement ends shall remain in full force and effect.
   4. Upon termination or expiry of the Agreement, You shall immediately:
      1. cease all work on the Agreement;
      2. deliver to Us all Deliverables and all work-in-progress whether or not then complete. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned or delivered, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement; and
      3. cease use of and return (or, at Our election, destroy) all Our Customer Materials in Your possession or control.
   5. Such termination shall be effective immediately or at such later date as is specified in the notice. We shall not incur any liability to You by reason of such termination and shall not be required to pay any costs, losses or damage to You. Termination under this clause shall be without prejudice to any other of Our rights.
6. **DATA PROTECTION** 
   1. Definitions

**"Data Protection Legislation”** means (whilst they are in force):

* + 1. the Data Protection Act 2018;
    2. the EU General Protection Regulation (“GDPR”) whilst it is directly applicable in the UK; and
    3. any successor legislation to the Data Protection Act 2018 or the GDPR and any other applicable laws and regulations relating to the processing of personal data and privacy.

**“Personal Data”**, **“Data Controller”, “Data Processor”, “Data Subject”** and **“Process”** are as defined in the Data Protection Legislation.

* 1. We shall be the Data Controller and you shall be the Data Processor in respect of Personal Data Processed by you on our behalf in performing the obligations under this Agreement. We shall be solely responsible for determining the purposes for which and the manner in which such Personal Data is Processed. However, you shall further be authorised to Process the Personal Data if it is required so to do by the laws of the UK or of any member of the EU, or by the laws of the EU applicable to you to process Personal Data (**“Applicable Laws”**). Where you rely on laws of the UK, or a member of the EU or EU law as the basis for Processing Personal Data, you shall promptly notify us of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit you from so notifying us.
  2. You shall at all times during the term of this Agreement comply with all applicable requirements of the Data Protection Legislation in relation to the Processing of Personal Data.
  3. You will maintain a written log of all Processing of Personal Data performed on our behalf, and provide us with a copy of such log on request. The written log shall include the following information:
     1. the categories of recipients to whom Personal Data have been or will be disclosed;
     2. a list of any transfers of Personal Data to a third party outside the EEA and UK (including the name of the relevant non-EEA country and organisation), and documentation of the suitable safeguards in place for such transfers. For the avoidance of doubt, all such transfers are subject always to our consent in accordance with this Agreement; and
     3. a general description of the technical and organisational security measures referred to in this Agreement.
  4. Where you Process Personal Data on our behalf, you shall, in respect of such Personal Data:
     1. not access or use Personal Data except as is necessary to provide the Services, and then only as reasonably necessary for the performance of this Agreement;
     2. act strictly in accordance with this Agreement and on our written instructions received from time to time;
     3. comply promptly with any request from us to amend, delete or transfer Personal Data;

* + 1. not disclose Personal Data to any employee, director, agent, contractor or affiliate of yours (“your Personnel”), or any third party, except as is necessary for the performance of the Services, or to comply with applicable laws, or with our prior written consent;
    2. implement and maintain appropriate technical and organisational measures:
       1. to protect the security and confidentiality of Personal Data Processed by you in providing the Services;
       2. to protect Personal Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or Processing; or
       3. as required under the Data Protection Legislation.
    3. notify us of any request made by a Data Subject under Data Protection Legislation in relation to or in connection with Personal Data Processed by you on our behalf and at all times cooperate with and assist us to execute our obligations under the Data Protection Legislation in relation to such Data Subject requests
    4. Process the Personal Data in accordance with the specified duration, purpose, type and categories of Data Subjects as set out in Annex 4 (or as otherwise notified by us to you).
  1. You shall within 24 hours, or earlier if reasonably practicable, of becoming aware, notify us in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. The notice provided will specify:
     1. the categories and number of the individuals and the records concerned;
     2. the likely consequences of the breach;
     3. any steps taken to mitigate and address the breach; and
     4. specify an appropriate point of contact within your organisation who we can contact about the breach.

You will promptly give us the detail we request to allow us to understand the impact of the breach. You will promptly comply with any instructions provided by us, and cooperate with us, in relation to the data breach.

* 1. You must obtain our prior written consent before engaging a subcontractor to Process Personal Data on our behalf. Where that consent is given, it will be conditional upon you having executed a written contract with the third party which contains terms for the protection of Personal Data which are no less protective than the terms set out in this Agreement.
  2. You shall not, and shall procure that your subcontractors shall not, transfer or Process, any Personal Data outside the EEA and/or the UK without our prior written consent. We shall notify you of the terms we would require for our consent to be given.

* 1. You shall provide us with such reasonable assistance as we require in relation to any complaints made by Data Subjects or investigations or enquiries made by any regulator or supervisory authority relating to us or our obligations under the Data Protection Legislation
  2. In relation to Personal Data Processed by you under this Agreement, you shall co-operate with us to the extent reasonably necessary to enable us to adequately discharge our responsibility as a data controller under Data Protection Legislation (including in respect of the preparation of data protection impact assessments).
  3. We shall have the right to audit you and relevant records and materials as necessary to demonstrate your compliance with your obligations under this Agreement and Data Protection Legislation. At any time you will co-operate fully to allow and assist such audits, including on-site inspections of your business premises or processing facilities, conducted by us or our auditor.
  4. You will tell us immediately if you are asked to do something which might infringe the Data Protection Legislation or other data protection law of the EU or a member state.
  5. You shall ensure that any of your Personnel with access to Personal Data are both bound by confidentiality obligations in respect of access, use or processing of such Personal Data, and have received appropriate training.

* 1. At our request, you shall provide a copy of all Personal Data held by you in the format and on the media reasonably specified by us.
  2. On termination or expiry of this Agreement, at our request, you shall delete or return to us all Personal Data processed by you on our behalf, and you shall delete existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purposes of compliance with UK, EU or EU Member State Laws applicable to you.
  3. We shall each be responsible for bearing the costs of our obligations under this Agreement.

* 1. The provisions of this Data Protection Clause shall survive termination of the Agreement.
  2. We will each agree to any reasonable amendment to this Agreement required to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the GDPR, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

1. **Intellectual Property Rights** 
   1. In respect of any goods that are transferred to Us under the Agreement, including without limitation the Deliverables or any part of them You warrant that You have full clear and unencumbered title to all such items, and that at the date of delivery of such items to Us, You will have full and unrestricted rights to transfer all such items to Us.
   2. You assign to Us, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to You which are not assigned under this clause (including Background IPR), You grant to Us a worldwide, irrevocable, royalty- free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.
   3. You shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
   4. You shall, promptly at Our request, do (or procure to be done) all such further acts and things and execute all such other documents as We may from time to time require for the purpose of securing for Us the full benefit of the Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to Us in accordance with clause 8.2.
2. **Indemnity**
   1. You shall indemnify Us, and shall keep Us indemnified, in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Us as a result of or in connection with:
      1. any claim made against Us by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by You, Your employees, agents or subcontractors;
      2. any claim brought against Us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and
      3. any claim made against Us arising out of or in connection with a breach by You of clauses [3.6](#_bookmark7), 7 and/or 12 of these Standard Terms and Conditions.
3. **Insurance**
   1. During the term of the Agreement and for a period of 3 years thereafter, You shall maintain in force the following insurance policies with reputable insurance companies:
      1. professional insurance for not less than £2 million per claim;
      2. public liability insurance for not less than £2 million per claim; and
      3. employer liability insurance for not less than £5 million per claim; and
   2. On Our written request, You shall provide Us with copies of the insurance policy certificates and details of the cover provided.
   3. You shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Agreement which they are contracted to fulfil.
   4. You shall:
      1. do nothing to invalidate any insurance policy or to prejudice Our entitlement under it; and
      2. notify Us if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
   5. Your liabilities under the Agreement shall not be deemed to be released or limited by You taking out the insurance policies referred to in clause 10.1
   6. If You fail or are unable to maintain insurance in accordance with clause 10.1, We may, so far as We are able, purchase such alternative insurance cover as We deem to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from You.
4. **Liability**
   1. In this clause [11](#_bookmark19), a reference to Our liability for something is a reference to any liability whatsoever which We might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Agreement, in tort or otherwise, and even if it results from Our negligence or from negligence for which We would otherwise be liable.
   2. We will not be in breach of the Agreement, and neither will we have any liability for anything, to the extent that the apparent breach or liability is attributable to Your breach of the Agreement.
   3. Subject to clause [11.](#_bookmark20)5, We shall have no liability for:
      1. any indirect or consequential loss or damage;
      2. any loss of business, rent, profit or anticipated savings;
      3. any damage to goodwill or reputation;
      4. loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto Our premises by You or on Your behalf; or
      5. any loss, damage, costs or expenses suffered or incurred by any third party.
      6. Subject to clause [11.](#_bookmark20)5, Our total liability in connection with this Agreement shall be limited to the Charges paid by us under this Agreement.
   4. Your liability pursuant to clauses 9 and [11.](#_bookmark20)5 shall be unlimited. Subject to the foregoing, your total liability in connection with the Agreement shall be limited to the higher of (a) 200% of the total sums payable under the Agreement and (b) £1,000,000.
   5. Nothing in the Agreement restricts either party’s liability for anything which cannot legally be limited, including:
      1. death or personal injury resulting from its negligence; or
      2. its fraud (including fraudulent misrepresentation); or

11.5.3 breach of any obligations as to title implied by any act of law.

1. **Confidential information**
   1. A party who receives Confidential Information relating to the other party shall keep in strict confidence (both during the term of the Agreement and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause 12. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:
      1. was public knowledge or already known to that party at the time of disclosure; or
      2. subsequently becomes public knowledge other than by breach of the Agreement; or
      3. subsequently comes lawfully into the possession of that party from a third party; or
      4. is agreed by the parties not to be confidential or to be disclosable.
   2. To the extent necessary to implement the provisions of the Agreement (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure the party shall make those persons aware of its obligations of confidentiality under the Agreement and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.
   3. All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at Our election, destroyed promptly) on expiry or termination of the Agreement, and no copies shall be kept.
2. **Corruption**
   1. We shall be entitled to terminate the Agreement immediately and to recover from You the amount of any loss resulting from such termination if You:
      1. offer or agree to give any person working for or engaged by Us or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Agreement, or any other Agreement between You and Us or any Public Body, including its award to You and any of the rights and obligations contained within it;
      2. have entered into the Agreement if You have knowledge that, in connection with the Agreement, any money has been, or will be, paid to any person working for or engaged by Us or any Public Body 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 the Agreement is entered into;
      3. breach the provisions of the Bribery Act 2010; or
      4. give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
   2. For the purposes of clause 13, "loss" shall include, but shall not be limited to:
      1. Our costs in finding a replacement supplier;
      2. direct, indirect and consequential losses; and
      3. any loss suffered by Us as a result of a delay in the performance of the Services.
3. **ANTI-FACILITATION OF TAX EVASION**
   1. You shall:
      1. not engage in any activity, practice or conduct which would constitute either:
      2. a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
      3. a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
      4. have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation our employees) and to ensure compliance with clause 14.1.1;
      5. promptly report to Us any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement; and
      6. within 2 months of the date of this Agreement, and annually thereafter, certify to Us in writing signed by one of Your officers, compliance with this Clause 14 by You and all persons associated with it under [Clause 14.2](https://uk.practicallaw.thomsonreuters.com/Document/I1cb8a1ed8e9211e79bef99c0ee06c731/View/FullText.html?navigationPath=Search%2Fv3%2Fsearch%2Fresults%2Fnavigation%2Fi0ad62af000000160081a18e74281112b%3FNav%3DKNOWHOW_UK%26fragmentIdentifier%3DI1cb8a1ed8e9211e79bef99c0ee06c731%26startIndex%3D1%26contextData%3D%2528sc.Search%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=ad5de29f6428ca64ac2611f7939225b2&list=KNOWHOW_UK&rank=1&sessionScopeId=407e7d5f0b12c86a8f45037186829349fc91e0c1130baf69a6eba6e969a7b829&originationContext=Search%20Result&transitionType=SearchItem&contextData=(sc.Search)&navId=C1C9A2687F532459AB3C79D53B90B0A2&comp=pluk#co_anchor_a106345). You shall provide such supporting evidence of compliance as We may reasonably request.
   2. You shall ensure that any person associated with You who is performing services and providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on You in this Clause 14. You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Us for any breach by such persons of any of the Relevant Terms.
   3. We shall be entitled to terminate the Agreement immediately and to recover from You the amount of any loss resulting from such termination if You breach this Clause 14. For the purposes of clause 14, "loss" shall include, but shall not be limited to:
      1. Our costs in finding a replacement supplier;
      2. direct, indirect and consequential losses; and
      3. any loss suffered by Us as a result of a delay in the performance of the Services.
   4. For the purposes of Clause 14, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with You includes but is not limited to any of Your subcontractors.
4. **MODERN SLAVERY**
   1. You warrant that Neither You nor any one of Your agents or contractors will commit an offence under the Modern Slavery Act 2015, and that You will remain alert to any circumstances within Your supply chains that could give rise to a potential offence under the abovementioned Act. You will notify Us immediately in writing if You become aware or have reason to believe that You or any of Your agents or contractors have breached or potentially breached its obligations under the Act.
5. **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 16 by You.
6. **EQUALITY AND DIVERSITY**
   1. In providing the Services, You shall undertake that Your employees, agents or contractors shall comply with any applicable anti-discrimination legislation and with Our equality and diversity policy, as may be amended from time to time, which will be provided to You on Your written request.
   2. Should You or any of Your employees, agents or contractors breach any part of clause 17.1 We shall be entitled to terminate the Agreement immediately and to recover from You the amount of any loss resulting from such termination. For the purposes of clause 17, "loss" shall include, but shall not be limited to:
      1. Our costs in finding a replacement supplier;
      2. direct, indirect and consequential losses; and
      3. any loss suffered by Us as a result of a delay in the performance of the Services.
7. **ASSIGNMENT AND SUBCONTRACTING**
   1. We may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of Our rights or obligations under the Agreement.
   2. You may not assign, transfer, charge, subcontract or deal in any other manner with any or all of Your rights or obligations under the Agreement without Our prior written consent.
   3. We may (without cost to or liability of Us) require You to replace any subcontractor where in Our reasonable opinion any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractor.
8. **SEVERANCE**
   1. If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
   2. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
9. **WAIVER**
   1. A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
10. **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 Your response to a Complaint to Us, including details of steps taken to its resolution.
11. **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 22.1 both of us shall apply to the Centre for Effective Dispute Resolution (CEDR), or such other similar body as is agreed, to appoint a Mediator.
    4. The obligations under the Agreement 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 Agreement at all times.
12. **RIGHTS OF EXAMINATION WHERE GOVERNMENT FUNDS ARE INVOLVED**
    1. 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 Housing, Communities and Local Government (MHCLG), the Secretary of State for Business, Energy and Industrial Strategy (BEIS) or the Secretary of State for International Trade (DIT) 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 MHCLG, BEIS or DIT 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.
13. **FORCE MAJEURE**
    1. If any event or circumstance that is beyond Your reasonable control, and which by its nature could not have been foreseen by You or, if it could have been foreseen, was unavoidable, (provided that You shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Agreement) prevent You from carrying out Your obligations under the Agreement for a continuous period of more than 10 Business Days, We may terminate this Agreement immediately by giving written notice to You.
14. **GENERAL**
    1. The Agreement constitutes the entire agreement between the parties in relation to the supply of the Services and the Agreement supersedes any earlier agreements, arrangements and understandings relating to that subject matter.
    2. 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.
    3. Nothing in the Agreement creates any partnership or joint venture, nor any relationship of employment, between You and Us. Nothing in the Agreement creates any agency between You and Us.
    4. A person who is not a party to this Agreement shall not have any rights under or in connection with it.
    5. Any variation to the Agreement, including any changes to the Services or the Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by or on behalf of Us and You.
    6. Subject to clause 25.7, the Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
    7. We shall be free to enforce Our Intellectual Property Rights in any jurisdiction.

## 

## 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**

**Agri Tech – China**

**09 March 19 to 16 March 19**

**Saturday 9 March**

XX:XX Flight to Beijing

**Sunday 10 March**

XX:XX Land in Seoul

XX:XX Transfer to hotel (XXXXXXXX)

XX:XX Dinner (XXXXXXXX)

**Monday 11 March**

XX:XX Breakfast and briefing

XX:XX Briefing at British Embassy - Beijing

XX:XX Lunch

XX:XX Visit to Chinese Research facility - Beijing Area

XX:XX Dinner

**Tuesday 12 March**

XX:XX Breakfast and briefing

XX:XX Coach to Research Facility

XX:XX Coach to venue for company meetings

XX:XX Dinner (XXXXXXXX)

**Wednesday 13 March**

XX:XX Breakfast and briefing

XX:XX Coach to Research Facility

XX:XX Coach to venue for company meetings

XX:XX Dinner (XXXXXXXX)

**Thursday 14 March**

XX:XX Breakfast and briefing

XX:XX Coach to Research Facility

XX:XX Coach to venue for company meetings

XX:XX Dinner (XXXXXXXX)

**Friday 15 March**

XX:XX Breakfast and briefing

XX:XX Coach to workshop - Beijing

XX:XX Return hotel

XX:XX Dinner (XXXXXXXX)

**Saturday 16 March**

XX:XX Breakfast and briefing

XX:XX Coach to airport

XX:XX Flight to Heathrow