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**Sea Fish Industry Authority**

**Invitation to Tender**

**(Open Procedure)**

**Seafish International Trade Exhibition Support**

**Issued on: 15th September 2017**

**Seafish Reference No: TD2017-005**

**Contents**

|  |  |
| --- | --- |
| **1.** | **Introduction** |
| **2.** | **Statement of Requirements** |
| **3.** | **Instructions for Tendering** |
| **Appendices** | **Appendix 1 – Declaration of Tenderer**  **Appendix 2 – Pricing Schedule**  **Appendix 3 – Award Questionnaire**  **Appendix 4 – Conditions of Contract** |

**1. INTRODUCTON**

Funded by statutory levy, payable by industry, the Sea Fish Industry Authority (Seafish) was established by the 1981 Fisheries Act. We are jointly sponsored by the four UK Fisheries Administrations as an executive Non Departmental Public Body (NDPB), that is, a body that is not a Government department, but is an organisation which carries out functions with technical expertise, impartiality and transparency, at arm’s length from Ministers. As with other executive NDPBs, Seafish is led and directed by an independent Board but Ministers remain accountable to their respective Parliament or Assembly for Seafish’s overall performance. The Seafish Board Chair, Deputy Chair and Members are appointed by the four Fisheries Ministers.

Our purpose is securing a sustainable and profitable future for the UK seafood industry and our work cuts across all segments of the seafood value chain from production, through processing and manufacturing to retail and foodservice.

With circa 80% of the seafood consumed in the UK being imported and 60% of the domestic catch being exported it is clear that international trade is vital to all sectors of the industry.

We wish to appoint a full service exhibition contractor initially on a one year contract with an option to extend for a further two years. The successful bidder will be required to manage all aspects of the stand or pavilion at the exhibition from booking space and stand construction to production of graphics. The supplier will not be expected to man the stand during exhibition hours but will be expected to ensure that it is clean and fit for purpose during the exhibition.

**1.2. The Need**

* To assist UK seafood professionals in international trade.
* To provide information to international buyers on the quality, provenance and sustainability of UK seafood.
* To raise the profile of UK seafood on the international stage.

**1.3 Budget**

The budget will be allocated from show to show and will cover all graphics, stand space, construction costs, furniture and management fees and expenses. Stand sizes will vary from circa 27sqm to 90sqm. Whilst the budget is flexible according to the annual exhibition programme, it will not exceed £150,000 per year (inclusive of VAT and any local taxes).

Please provide details of your approach to ensure successful delivery, stand design and construction and your management costs based on the two scenarios of a 27sqm information stand and a 90sqm pavilion providing meeting facilities for Seafish stakeholders.

The contract will cover a twelve month programme commencing on 1st April 2018 with options to extend to a maximum of 36 months.

**2. STATEMENT OF REQUIREMENTS**

**2.1 Scope**

Tenders are invited to:

* Plan, design and manage Seafish information pavilions and stands/meeting points at international seafood exhibitions in for example: Boston, USA; Brussels, Belgium, and Tokyo, Japan
* Liaise with exhibition organisers on stand size and site within the exhibition to ensure the maximum impact.
* Book adequate stand space and arrange stand lighting, furniture and refreshment facilities such as tea, coffee and soft drinks.
* Arrange for the printing of graphics as required.
* Build stand before the exhibition, hang graphics and ensure it is fit for purpose for the duration of the exhibition.
* Dismantle and store at the conclusion.
* Where appropriate store graphics for use at subsequent exhibitions.

**2.2 Responsibilities of the contractor**

The contractor will advise the Seafish Project manager on all the logistics of the pavilion/stand at the agreed exhibitions.

The contactor will be responsible for appointing, managing and paying any subcontractors deemed necessary to the successful delivery of the agreed stands and pavilions.

The contractor will be responsible for advising the Seafish Project Manager on siting and booking the necessary space.

The contactor will manage all the logistics of the stand construction, dismantling and storage.

The contactor will be responsible for ensuring the stand or pavilion is clean and tidy at the start of each day of the exhibition.

The contractor will be responsible for shipping the stand and any samples deemed necessary by the Seafish Project Manager.

**2.3 Contract Management**

The contract will be managed by Malcolm Large or an alternative Seafish appointed Project Manager who will be responsible for final versions of questionnaires and outputs.

**3. INSTRUCTIONS FOR TENDERING**

**3.1 Invitation to Tender Structure**

* Section 1 – Introduction
* Section 2 – Statement of Requirements
* Section 3 – Instructions for Tendering
* Appendix 1 – Declaration
* Appendix 2 – Pricing Schedule
* Appendix 3 – Award Questionnaire
* Appendix 4 – Conditions of Contract

**3.2 Format of Response**

Tenderers are required to submit the following:

1. Completed Declaration (Appendix 1)
2. Completed Pricing Schedule (Appendix 2)
3. Completed Award Questionnaire (Appendix 3)

Seafish reserves the right to reject any response which fails to meet any requirement set out in this ITT.

**3.3 Tender Return Date**

Tenders should be returned no later than 17:00 on 20th October 2017.

**3.4 Submission Details**

Responses must be submitted to the below details. Electronic submissions are accepted and encouraged.

Malcolm Large

Head of International Trade & Regions

Seafish, 18 Logie Mill, Logie Green Road, Edinburgh EH7 4HG

E: [Malcolm.Large@seafish.co.uk](mailto:Malcolm.Large@seafish.co.uk)

T: +44 (0) 1772 798924

M: +44 (0) 787 603 5729

**3.5 Timeline of Tender Process**

The tender process timetable is as follows;

|  |  |
| --- | --- |
| Actions | Date(s) |
| Distribution of application to tender document | 15th Sept 2017 |
| Last date for receipt of tender document submission | 20th Oct 2017 |
| Assessment of tenders received and follow up as required | 23rd to 27th October |
| Letter to successful applicant of intent to award contract | 30th October 2017 |
| Notification to unsuccessful applicants | 30th October 2017 |
| Contract commencement date | 1st April 2018 |
| Seafood Expo Global, Brussels | 24th to 26th April 2018 |

**3.6 Awarding Criteria**

We will award the work to the company which offers the most advantageous proposal to Seafish in terms value-for-money, functionality and other factors as specified within this document. In the interest of ascertaining the highest level of transparency, fairness and competition the below evaluation matrix will be used to score each tender.

|  |  |
| --- | --- |
| Criteria | Weighting (%) |
| *Expertise* We are looking for companies that are suitably qualified in exhibition support and stand design and management. Demonstrable experience of having worked with or on behalf of UK seafood companies would be an advantage. | 40% |
| *Interpretation* *of the brief* evaluation of the approach and proposed design format and content. | 25% |
| *Service Level* How will you deliver this? How will you ensure that we are getting the best from you? | 20% |
| *Previous experience* and associated client references. | 15% |

**3.6 Recovery of Costs**

An applicant is not entitled to claim from Seafish any costs or expenses incurred in preparing the tender document whether or not it is successful.

**3.7 Terms of Supplier Contract**

It is a condition of participation in this Procurement Exercise that the Tenderer accepts the Seafish Terms and Conditions attached in Appendix 4.

**3.8 Exit Management**

Please refer to Appendix 4, section 9.

Appendix 1 – Declaration of Tenderer

\*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by Seafish , to provide the goods and/or services in the Specification in accordance with the Schedules, at the accordance with the Seafish Terms and Conditions of Contract which appear in this set of documents.

\*I/We the undersigned undertake to submit a tender in accordance with the following documents:

* Declaration of Tenderer
* Pricing Schedule
* Award Questionnaire

\*I/We agree to abide by this tender from **17:00 hours on 13th October 2017** the date fixed for receiving tenders, until the Award of Contract.

\*I/We understand that Seafish is not bound to accept the lowest or any tender and shall not be bound to use the contractor as a sole supplier.

\*I/We understand that the service provision will commence on the dates specified, unless the Contract is terminated in accordance with the provision of Seafish terms and conditions of contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signature: | |  | | |
|  |  | | |  | |
| Name: | |  | | | **(BLOCK CAPITALS)** |
|  |  | | |  | |
| Designation: | | |  | | |

Duly authorised to sign Tenders for and on behalf of:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name of Tenderer | |  | | | |
|  |  | | | | |
| Nature of Firm | |  | | | |
|  |  | | | | |
| Address | |  | | | |
|  |  | | | | |
| Telephone No | |  | **INCLUDE AREA CODE** | |
|  |  | | | | |
| E-mail | |  | |
| Date | |  | |

It must be clearly shown whether the Tenderer is a limited liability company, statutory corporation, partnership, or single individual trading under his own name.

**Appendix 2 – Pricing Schedule**

**Example – Please insert lines as required**

|  |  |
| --- | --- |
| **Year 1 Costs** | |
| **72sqm Information Stand, Seafood Expo Global, Brussels (24 – 26 April 2018)** | **Cost (£)** |
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|  |  |
| **Brussels Total** |  |
| **100sqm Pavilion, Japan Seafood Show, Tokyo (August 2018 tbc)** | **Cost (£)** |
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| **Tokyo Total** |  |
| **27sqm information stand Seafood Expo North America, Boston (March 2019 tbc)** | **Cost (£)** |
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|  |  |
|  |  |
|  |  |
| **Boston Total** |  |
| **Year 1 Total Costs** |  |

As Seafish do not know which exhibitions will be attended in Years 2 and 3 costs cannot be requested for these. It is anticipated that 3 exhibitions will be attended each year with annual budgets for year 2 and 3 not exceeding £150k.

**Appendix 3 – Award Questionnaire**

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| --- |
| **Section 1: Expertise (40%)** |
| **We are looking for companies that are suitably qualified in exhibition support and stand design and management. Demonstrable experience of having worked with or on behalf of UK seafood companies would be an advantage.** |
| Response: |

|  |
| --- |
| **Section 2: Interpretation of the Brief (25%)** |
| **Evaluation of the approach and proposed design format and content.** |
| Response: |

|  |
| --- |
| **Section 3: Service Level (20%)** |
| **How will you deliver this? How will you ensure that we are getting the best from you?** |
| Response: |

|  |
| --- |
| **Section 4: Previous Experience (15%)** |
| **Previous experience and associated client references.** |
| Response: |

**Appendix 4 – Conditions of Contract**

**SUPPLIER AGREEMENT Between:**

**XXXX,** (the **“Supplier”**) and the **SEA FISH INDUSTRY AUTHORITY** (a statutory body established under the Fisheries Act 1981), 18 Logie Mill, Logie Green Road, Edinburgh EH7 4HS (“**Seafish**”)

IT IS AGREED between the Supplier and Seafish as follows:

1. **Work** – Seafish has requested the Supplier to undertake , further details of which are contained in part 1 of the **Schedule** attached to this Agreement (the “**Work**”). The Supplier has agreed to undertake the Work in accordance with the terms of this Agreement.
2. **Term** - The Work will commence on and will be completed by .
3. **Fee** - The fee for the Work will be £X,XXX inclusive of VAT at the standard rate (where applicable) and shall be payable in accordance with the payment provisions set out in part 2 of the **Schedule** attached to this Agreement. Seafish agrees to make payment within 30 days of receipt of a valid invoice. The fee set out in this clause is a fixed sum and may only be varied in accordance with the terms of this Agreement.
4. **Expenses** - All expenses (including travel costs) must be agreed in advance and will only be payable by Seafish subject to the Supplier: (a) obtaining Seafish’s prior written consent to such expenses; and (b) providing evidence to prove such expenditure.
5. **Taxes** - The Supplier shall pay all taxes and other outgoings or expenses payable in consequence of the Agreement and shall fully indemnify Seafish in respect of any demand, costs or expenses suffered by Seafish in relation to any tax or employer’s National Insurance contributions or expenses payable in respect of the Supplier, its employees, agents or permitted sub-contractors or in relation to the provision of the Work.
6. **Standard** – The Supplier agrees to undertake the Work: (a) with all reasonable skill and care and in accordance with best practice in the industry; (b) in a proper, diligent, expeditious and professional manner; and (c) in accordance with any reasonable policies or guidance supplied by Seafish.
7. **Materials** - The Supplier shall provide all materials and equipment necessary to carry out the Work.
8. **Failure** – In addition to the rights set out in clause 7, in the event that the Supplier fails to perform the Work to a satisfactory standard, Seafish may request that the Supplier remedy the failure by providing the Supplier with details of the nature of the complaint. If, after reasonable notice the complaint remains unremedied, Seafish may:

8.1 suspend all further payments to the Supplier until the complaint is remedied to the reasonable satisfaction of Seafish; and/or

8.2 make any or all further payments to the Supplier subject to such reasonable conditions as Seafish may specify.

1. **Termination** – Seafish may terminate the Agreement by written notice if the Supplier: (a) commits a material breach of this Agreement; (b) fails to rectify a complaint notified to it in accordance with clause 8 within a reasonable period of notice; (c) ceases to carry on business; or (d) becomes insolvent, apparently insolvent, has a receiver, manager, administrator or liquidator appointed in respect of its assets or business, or suffers any similar action.

Seafish may also cancel any part of the Work due to unforeseen circumstances beyond Seafish’s control, by giving the Supplier notice to that effect. In such circumstances the parties shall use its reasonable endeavours to agree the amount by which the fees payable by Seafish under this Agreement shall be reduced on a pro rata basis, to take account of the fact that the part of the Work is no longer required.

1. **Limits on Liability** -

10.1Subject to clause 11 and the provisions of this clause 8, the aggregate liability of either party for any breach of the terms of this Agreement (including delict, tort, negligence or otherwise) shall be limited to twice the amount of the fees payable under Clause 3.

10.2 Subject to clause 11 and the provisions of this clause 8, neither party shall be liable to the other for any: (a) indirect, special or consequential losses or damage; or (b) loss of profit, business, or revenue; which arise out of or in connection with this Agreement.

10.3 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by that party’s negligence or from fraudulent misrepresentation.

1. **Confidentiality** – Both parties undertake to treat any confidential and proprietary information disclosed to it by the other party as secret and confidential and will not use it for its own benefit or the benefit of any other party, other than for purposes required or permitted by this Agreement or as are otherwise required to make use of the Work. Neither party will disclose the other party’s confidential information without the prior written consent of the disclosing party, other than to such of its employees who reasonably require to have same and are bound by duties of confidentiality.

For the avoidance of doubt, the obligations set out in this clause will not apply to any information: (a) which is or enters the public domain (other than as a result of a breach of the Agreement); (b) that has been developed by the receiving party independently of disclosure; and/or (c) which requires to be disclosed by law, (including disclosures under the Freedom of Information Act 2000).

The Supplier agrees to assist and co-operate with Seafish in connection with any request for information made to Seafish under the Freedom of Information Act 2000 or any other relevant statute.

1. **IPR** - All intellectual property rights, (including but not limited to patents, copyrights (including copyright in any software), design rights, trade marks, database rights, moral rights, domain names, rights in and to trade or product names, inventions, discoveries and know how), created, developed or otherwise arising from the performance of the Work (the “**Resultant IPR**”) shall belong to and from their creation become the exclusive property of Seafish.

The Supplier hereby assigns to Seafish (and insofar as it is not competent for the Supplier to currently assign, hereby undertakes and agrees to assign to Seafish, all future rights from the date of creation), free from any encumbrances, its whole right, title and interest in all Resultant IPR without any additional charge. The Supplier irrevocably waives in favour of Seafish: (i) all moral rights it may have in terms of Chapter IV Part I of the Copyright, Designs and Patents Act 1988; and (ii) any similar rights in any part of the world, in and to the Resultant IPR. The Supplier shall procure that all employees, third parties and sub-contractors used in the creation or development of the Work shall similarly waive such moral rights in and to the Resultant IPR.

The Supplier shall, at Seafish’s discretion, execute any further documents, forms and authorisations anywhere in the world and perform any such acts or things as Seafish may require to enable Seafish to secure full legal title to the Resultant IPR. The Supplier warrants to Seafish that the Work is its own original work and the Resultant IPR is not subject to any third party claims, liens, charges or encumbrances of any kind and that the Supplier is free of any duties or obligations or liabilities to third parties which may conflict with the terms of this Agreement.

1. **Indemnity**- The Supplier shall indemnify Seafish in respect of: (a) any breach or non-observance of the obligations incumbent upon them in this Agreement; (b) from any breach of the warranties provided; and (c) from any claim that the Resultant IPR infringes (or allegedly infringes) the rights of any third party.
2. **Insurance** – The Supplier shall effect and maintain at all times during the term of this Agreement, adequate insurance cover (including professional indemnity insurance) to cover liabilities under this Agreement, with a reputable insurer.
3. **Property** - The Supplier will not have any rights to Seafish property (including but not limited to information and data) and will promptly return all such property belonging to Seafish in its possession when asked to do so by Seafish or on the expiry or termination of this Agreement.
4. **Data Protection** - The Supplier undertakes to comply with the provisions of the Data Protection Act 1998 and will only process data related to the Work for the benefit of and on the instruction of Seafish. The Supplier agrees to take all appropriate technical and organisational measures against unauthorised or unlawful access or processing of data and against accidental loss, damage or destruction of personal data, as required under the Data Protection Act 1998.
5. **Sub-contract/Assignation** - The parties hereby agree that no sub-contracting is permitted by either party without the prior written approval of the other. Neither party shall be entitled to assign any part of the burdens or benefit of this Agreement without the prior written consent of the other party.
6. **Waiver** - The failure of either party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of such right at any time or times in the future.
7. **Publicity** - No announcement or communications concerning the terms or conditions of this Agreement shall be made by either party without the prior written consent of the other party except to the extent any statement or disclosure may be required by law.
8. **Independent Contractor** – The parties are independent contractors and nothing in this Agreement shall constitute, nor imply the constitution of, any partnership, association, joint venture or any relationship of principal and agent between the parties.
9. **Entire Agreement** - This Agreement supersedes all prior agreements and arrangements and sets out the entire agreement and understanding between the parties relating to the provision of the Work.
10. **Variation** - No variation of any of the terms of this Agreement shall be effective unless it is agreed in writing and signed by both parties.
11. **Force Majeure** - If either party is prevented from or delayed in performing any obligations under this Agreement by reason of any circumstances beyond its reasonable control it shall be excused performance to the extent affected by such circumstances, so long as it shall both give prompt notice to the other party and use all reasonable commercial endeavours to remove or avoid such circumstances cause or effect.
12. **Governing Law** - This Agreement is made under and governed by Scots Law and the Scottish courts will have exclusive authority to settle any dispute arising under or in connection with it. IN WITNESS WHEREOF this Agreement together with the Schedule is executed as follows:

Signed for and on behalf of **SEA FISH INDUSTRY AUTHORITY** by

|  |  |  |  |
| --- | --- | --- | --- |
|  | (Signature) | in the presence of this witness | |
|  | (Full Name) |  | (Witness' Signature) |
| Authorised Signatory |  |  | (Full Name) |
| (Place of Signature) |  | (Address) |
|  | (Date of Signature) |  |  |

Signed for and on behalf of by

|  |  |  |  |
| --- | --- | --- | --- |
|  | (Signature) | in the presence of this witness | |
|  | (Full Name) |  | (Witness' Signature) |
|  | (Position) |  | (Full Name) |
|  | (Place of Signature) |  | (Address) |
|  | (Date of Signature) |  |  |