

## Invitation to Tender

# Feasibility Study into the Development of an Online Tourism Packaging Solution

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### 1. Introduction

The Cheshire and Warrington Local Enterprise Partnership (the LEP) leads the growth of the Cheshire and Warrington economy through a powerful partnership between the private, public, and voluntary sectors to make the sub-region the UK's healthiest, most sustainable, inclusive and growing economy. As part of the LEP, Marketing Cheshire (MC) is the sub-region's Destination Management Organisation/emerging Local Visitor Economy Partnership (LVEP), responsible for positioning Cheshire as a great place to live, work, study, invest and visit, working in partnership with the sub-region's three local authorities and tourism and hospitality businesses.

### 2. Background

Marketing Cheshire is looking to assess the potential to develop a new way of promoting and selling short breaks in Cheshire West and Chester. Working with a number of rurally based attractions and accommodation providers (led by the Ice Cream Farm), there is an appetite for businesses to work together to create new packages for visitors, combining attractions with accommodation to provide good value packages for families looking to do something fun.

We are looking to appoint a provider to develop a feasibility study to include a commercial case, potential suppliers and clear recommendations. The output from this feasibility study, should the conclusion be that an online packaging solution is viable, will then form the basis for a request for additional funding, to procure and implement the solution.

### 3. Reason for review/current service description

Cheshire West has a wide range of quality tourism attractions and accommodation providers which together provide a great basis for a short break or holiday. Currently all businesses tend to promote and sell themselves online via their own websites, destination websites and by using a number of OTAs from Airbnb to booking.com and viatour. Commission rates for OTAs are high and revenue is being diverted outside of the area.

**visitcheshire.com** is predominantly focused on providing ideas and inspiration for visitors. There is an attraction ticketing function but each attraction and experience needs to be booked as a single transaction, with no ability to package up experiences. The visitor information centre acts as a ticket agent for a number of experiences and attractions but does not currently offer a commissionable accommodation booking service. According to STEAM, in 2021, 26 million visited Cheshire West and Chester for a day visit, and 2.8million stayed over. In 2019, 39 million visited Cheshire West and Chester for a day visit and 3.7million stayed over. There is significant opportunity to drive more overnight visits, with occupancy sitting at 65% on average throughout the year. The vast majority of attractions have a full year offer, whether open throughout the year or with a special events programme.

#### 4. Scope

We would like to explore the feasibility of developing a new platform which brings together experiences, attractions and accommodation as bookable packages. This could be either as recommended packages (similar to secretescapes.com) or as a pick and mix type option allowing the customer to create their own packages. There are a number of areas we need to explore to assess the feasibility of this initiative.

- **Package travel directive**

We need to consider options that enable us to sell packages whilst adhering to the package travel directive whilst it is currently in place, or successor legislation as implemented.

- **Commercial models**

We would like to explore the options that would ensure it is commercially beneficial for all businesses involved and can cover costs associated with running the website/platform. We need to consider the financial model in terms of payment processing.

- **Technology**

We would like to understand the potential technology options to facilitate delivery of the packages, this could include assessing off the shelf options, and current systems used by businesses including the potential for these to be interoperable with this new system. As part of this we want to consider options in terms of the redemption process and how it works with attraction point of sale systems.

- **Consumer needs scoping**

We need to assess what the visitor needs and what would encourage them to book via this system instead of their existing method of booking a UK break. We need to understand drivers and motivators and get feedback on our proposed approach.

- **Incentive programme**

There is potentially an opportunity to consider the development of the collaboration as an attractions pass or incentives programme, to encourage cross referrals by providing exclusive customer discounts.

#### 5. Timescales

We require this work to be completed by the end of January 2024 at the latest. Interim milestones will be agreed with the appointed consultant. Deadline for submissions is **3pm Friday 6<sup>th</sup> October**.

## 6. Anticipated work programme and proposal requirements

The process is set out below, with initial fact finding and options analysis followed by detailed business planning. The key outputs from this stage of the programme are:

1. **Regional engagement with all key stakeholders**, to identify needs and demand. This will include hotels, other accommodation providers, attractions, other key destination stakeholders including local authority & networks
2. **Market engagement with potential suppliers**, to understand the process, commercial arrangements, timelines and costs. In addition to platform supplier information, provide examples of brands and how they are utilising the platform, supported by any available performance data and other insight
3. **Identification of routes to market**
4. **Understand and highlight key insights** into types of customers that would use this platform, including demographic and other relevant data to help to identify and target our prospective customer base
5. **Options appraisal** to assess and document the distribution/platform options available within the market
6. **Business case** to assess the commercial viability to include the procurement, recommendations, development, implementation, compliance & competition issues, ongoing operational management and promotion of a packaging function

**Please note that this programme does not include the procurement and implementation of an online packaging tool.** The procurement and implementation programme, should the feasibility study recommend its progression, will be a separate project.

### Proposals should include:

- Introduction (maximum 500 words)
- Detailed method statement (maximum 1000 words)
- Proposed timetable for production including key milestones (Table format - 1 page of A4)
- Demonstration of experience of providing similar services (maximum 1000 words)
- CV's of key personnel who will deliver the review (one A4 page summary per person)
- Financial proposal with daily rates and individual consultant day/time allocations

Proposals must be in an electronic format (e.g. MS Word/PDF) and emailed to : [tenders@cheshireandwarrington.com](mailto:tenders@cheshireandwarrington.com) by Friday 6<sup>th</sup> October at 3pm.

Bidders must complete and return the Form of Tender (Appendix 1). All prices must be fixed and firm, please include an hourly rate which can be used for any subsequent contract variation. They should be quoted in pounds sterling and exclusive of VAT. Tenders should detail any ancillary costs and expenses included in the price. Proposals should not exceed £40,000 excluding VAT.

Payments for services covered by this invitation to quote will be on submission of appropriate invoices, subject to The LEP's standard payment terms. Invoicing arrangements will be agreed with the successful provider following the award of the contract.

## 7. Scoring criteria and weighting

Each proposal will be scored against the following evaluation questions, weighted as follows:

Evaluation question	Score
Proposed methodology & approach to the commission	25
Experience of delivering similar studies	25
Knowledge and expertise of team	25
Price	25
<b>Total</b>	<b>100</b>

Each evaluation question will be scored using the following scoring criteria:

Scoring criteria	Score
Failure to respond or irrelevant information which fails to meet the requirement	0
Response is inadequate, significantly failing to meet the requirements	1
Response is unsatisfactory partially meets the requirement	2
Response is acceptable and meets the minimum requirement	3
Response is good - better than merely acceptable	4
Response is excellent, exceeds the requirement and gives added value	5

## 8. Contract

A contract will be awarded to the tenderer whose proposal is deemed to be the most economically advantageous subject to agreement on conditions of that contract. Please note that the LEP reserves the right to cancel the tender process at any time prior to a contract being entered into. The LEP is not bound to accept the lowest price or any tender submitted.

## 9. Further information, queries and submissions

If you have any specific questions concerning this document or the process for submission of your proposal, then please email through to: [tenders@cheshireandwarrington.com](mailto:tenders@cheshireandwarrington.com) no later than noon on **Friday 29<sup>th</sup> September**. Only questions submitted to this email address will be answered. Queries received after this date will not be accepted and will not be responded to. It would be most helpful if queries could be submitted in one email rather than piecemeal. If any question or request for clarification is considered to be of material significance, both the question and the response may be issued for review by all potential providers in a suitably anonymous form. All communication received from potential providers will be treated in strict confidence but are subject to this paragraph.

The closing date and time for the receipt of submissions is **15:00 hours (3pm)** on Friday 6<sup>th</sup> October. Late submissions will not be accepted. Submissions will only be accepted if they are returned via email to [tenders@cheshireandwarrington.com](mailto:tenders@cheshireandwarrington.com) stating in the email subject which tender the submission relates to. Submissions sent by other means may not be accepted at the discretion of the Local Enterprise Partnership.

## 10. Tender Propriety

### 10.1 Instructions to tenderers

Bidders:

- Shall either destroy or return all documentation related to the tender process if The LEP so directs
- Shall ensure that tenders are both technically and arithmetically correct. Should The LEP discover any arithmetical errors in the bidder's tender prices then these shall be pointed out to the bidder who shall immediately correct the errors or they shall be asked to withdraw its tender or hold the prices submitted, at the discretion of The LEP
- Shall not alter the ITT documents. Tender proposals will be deemed to comply entirely with the terms stated therein unless the bidder states otherwise in writing. If any alteration is made or if these instructions are not fully complied with, the tender proposal may be rejected
- Will be deemed to have satisfied themselves as to the sufficiency of their tender proposal and to have included in it all costs which may be incurred in the delivery of the services. They shall also be responsible for satisfying themselves as to the accuracy of all information associated with the contract and that all eventualities have been included

The contract will be entered into on the basis of the total tender package (inclusive of VAT) which will be included as part of the Contract Documents including any amounts or additions made and agreed during the tender proposal assessment period. The LEP reserves the right not to contract or contract only in part with any bidder.

The information supplied within this ITT and accompanying documents reflects The LEP's current view of the services required. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:

- The LEP does not accept any liability, responsibility or duty of care to any tenderer for the adequacy, accuracy or completeness of this ITT or for anything said or done in relation to the procurement to which this ITT relates;
- The LEP does not make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any bidder;
- Nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract;
- Neither this ITT nor any information supplied by The LEP should be relied on as a promise or representation as to its future requirements;
- This ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions

The LEP reserves the right to suspend, cancel or withdraw the tender process at any time and will not be responsible for any costs incurred to potential suppliers.

# Terms and conditions of tender submissions

Please see below for the terms and conditions of this tender. Through submitting a bid on this tender, you are committing to meet and abide by these terms and conditions:

## 11.1 Confidentiality and Disclaimer

This ITT is not an offer capable of acceptance, but represents a definition of specific legal service requirements and an invitation to submit a response addressing such requirements.

Neither the issue of the ITT to you, your preparation and submission of a tender, or the subsequent receipt and evaluation of your tender by The LEP commits The LEP to award a contract to you or any other bidder, even if all requirements stated in the ITT are met. The LEP is not responsible directly or indirectly for any costs incurred by your firm in responding to this ITT and participating in The LEP's procurement process.

All firms shall keep strictly confidential any and all information contained in this ITT, and other information or documents made available to it by or on behalf of The LEP in connection with this ITT. The firms shall not disclose, nor allow any such information to be disclosed. Submission of a formal response to this ITT will confirm your agreement to observe these confidentiality requirements.

Contact by the firms with The LEP during the bidding process should only be via the contact stated within this ITT. Respondents shall not offer or give any consideration of any kind to any employee or representative of The LEP as an inducement or reward for doing, or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with The LEP.

## 11.2 Material Misrepresentation

The LEP shall rely on the information provided by the bidder in relation to its offer. In providing the services as specified in the Invitation to Tender documents the successful bidder/tenderer shall comply with the contents of its offer as failure in this respect may constitute a material breach of contract.

## 11.3 Collusive Bidding

Collusive bidding is unacceptable to The LEP. Any tenderer that is caught by The LEP to be circumventing rules or the law during this tender process will automatically be disqualified from the tender process.

This applies to any bidder who: **a)** Fixes or adjusts the amount of his bid by or in accordance with any agreement or arrangement with any other person, or **b)** Communicates to any person other than The LEP the amount or approximate amount of his proposal (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender for instance) or, **c)** Enters into any agreement or arrangement with any other person\* that he shall refrain from bidding or as to the amount of any bid to be submitted, or **d)** Offers or agrees to pay or give, or does pay or gives any sum of money, inducement 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 Offer or proposed Offer for the Services or any act or omission will be disqualified (without prejudice to any other civil remedies available to The LEP and without prejudice to any criminal liability which such conduct by a bidder may attract)

\*NB Sub-contracting is permissible where the bidder believes that this will enhance their proposal, however this must be clearly stated.

## 11.4 Bribery

Bribery means any offence under the Bribery Act 2010 or related Laws creating offences in relation to offering, promising or giving a bribe or requesting, agreeing to receive or receiving a bribe

The Contractor agrees with the Client that this Contract will operate on the basis of zero tolerance being shown towards any Fraud and/or Bribery. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud and Bribery by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Client and with the operation of this Contract.

### 11.5 TUPE

The following provisions regarding TUPE are extremely important. Please ensure that you read them carefully. The LEP expects that TUPE will not apply to this contract. In cases of TUPE Tenderers are advised to seek independent professional advice on the effect of TUPE. Tenderers must be prepared to accept all liabilities which may arise as a consequence of the application of TUPE, should it apply. The LEP takes no liability in regards to inaccuracy of TUPE information provided in this tender. When submitting a Tender, Tenderers are required to include all costs relating to TUPE in their submission.

### 11.6 Data Protection Act Compliance

The successful bidder must comply with the UK General Data Protection Regulations (UK GDPR) and all applicable law concerning the processing of personal data and privacy. Full contract terms can be found within the terms and conditions (see Appendix 5). The LEP privacy notice can be found at:

<https://cheshireandwarrington.com/privacy-policy/>

### 11.7 Social Value

The LEP's vision to be the healthiest, most sustainable, inclusive and growing economy in the UK, closely aligns to the Government's social value priorities. Under the Public Services (Social Value) Act 2012 the LEP must consider: **a)** how what is being procured might improve the economic, social and environmental well-being of the area where it exercises its functions, and **b)** how, in conducting the process of procurement, it might act with a view to securing that improvement.

In addition, the National Procurement Policy Statement ([National Procurement Policy Statement.pdf \(publishing.service.gov.uk\)](#)) sets out the following national priorities that should be considered alongside individual local priorities:

- creating new businesses, new jobs and new skills;
- tackling climate change and reducing waste, and
- improving supplier diversity, innovation and resilience.

All successful suppliers must be willing to work closely with the LEP throughout the contract duration to assist them in achieving both their vision and their social value obligations.

# APPENDIX 1

## Form of tender to be completed and returned

### Declaration by Tenderer

#### ITT Title: Invitation to Tender for a Feasibility Study into the Development of an Online Tourism Packaging Solution

1. I, *[insert name]*, certify that I am the person duly authorised to sign tenders for and on behalf of *[insert company name]*, the tenderer, and having read the documents, offer to supply the goods, services or works:
  - a. as set out in the specification and accompanying tender documents, samples and/or drawings
  - b. under the terms and conditions indicated
  - c. at the price (or prices) specified in the attached tender documentation
2. It is agreed that any or other terms and conditions of contract or any caveats, assumptions, reservations or exclusions that may be printed on correspondence emanating from the tender, or any Contract resulting from this tender, shall not be applicable to this tender or agreement.
3. I certify that this is a bona fide tender and that I have not fixed or adjusted the amount of the tender by, or under, or in accordance with any agreement with any other person. I have not done, and undertake that I will not do at any time before the hour and date specified for the return of the tender, any of the following acts:
  - Communicate to a person other than The LEP, the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender
  - Enter into an agreement or arrangement with any other person that he/she will refrain from tendering or to the amount of any tender to be submitted
  - Offer, or pay, or give, or agree to pay any sum of money or valuable consideration, directly or indirectly to any person for doing, or having done, or causing to be done in relation to any tender or proposed tender, for the said work, any act or thing of the sort described above
4. I further certify that the principles described in paragraph 3 have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with the subcontractors, suppliers or associated companies will be made on the basis of the compliance with the above principles by all parties.
5. I understand that The LEP reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as The LEP may decide. The LEP is not bound to accept the lowest or any tender.
6. I have obeyed the rules regarding confidentiality of tenders and will continue to do so as long as they apply.
7. I can confirm that I accept that any breach of any of the conditions could lead to any tender being rejected or to the rescission of the Contract by The LEP.

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**Authorised Signatory**

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**Date**

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**Name in BLOCK LETTERS**

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**Job Title**

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**Telephone Number**

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**E-mail address**

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Please ensure that the form is completed and signed before being returned with any other supporting documentation requested, by the due date and time.

## APPENDIX 2

### Payment Schedule

1<sup>st</sup> payment on commencement of delivery of brief 50% of commission value

2<sup>nd</sup> payment on satisfactory completion of brief 50% of commission value plus project management / administration fee at not more than 10% of the procured fee.

The total sum payable shall not exceed £40,000

# APPENDIX 3

## 1. UKSPF Special Terms

- 1.1. The funding for this project is being provided from the United Kingdom Shared Prosperity Fund (UKSPF).
- 1.2. In order to meet the terms of this funding, we require that you comply with the provisions of this Appendix 3.

## 2. Procurement

- 2.1. Where delivery of the outputs requires you to sub-contract/procure goods or services, you shall adopt the following procedures as a minimum:

Contract Value	Minimum Procedure
Up to £2,499	Direct Award
£2,500 to £24,999	Obtain a minimum of 3 written quotes
£25,000 and above	Full tender exercise.

- 2.2. Evidence of compliance with Clause 3 will be retained and provided to the Council.
- 2.3. You will ensure that any contract with a third party for delivery of outputs complies with. **a)** Modern Slavery Act 2015; **b)** IR35 (Intermediaries Legislation); **c)** Equality Act 2010; **d)** Subsidy Control Act 2022 where applicable; and **e)** Any other legislation which applies in relation to the goods/services being delivered.

## 3. Publicity

- 3.1. Projects funded by the UKSPF are subject to the requirements of the Funded by UK Government branding manual, as well as additional requirements specific to the UKSPF.
- 3.2. Where details of Fund activities are published on a website (including social media), a clear and prominent reference to the funding from the UKSPF is to be included as follows: 'This project is funded by the UK government through the UK Shared Prosperity Fund.'
- 3.3. Where published on a website (or social media) you shall also include a link to the UKSPF webpage, and the following text (which must also be used for notes to editors): "The UK Shared Prosperity Fund is a central pillar of the UK government's Levelling Up agenda and provides £2.6 billion of funding for local investment by March 2025. The Fund aims to improve pride in place and increase life chances across the UK investing in communities and place, supporting local business, and people and skills. For more information, visit <https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus> "
- 3.4. You will not make any press releases, and any press or media enquiries will be directed to the Council for response.

## 4. Equalities

- 4.1. In delivering the outputs, you will have due regard to the need to: eliminate discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010 (the Act); advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 4.2. The protected characteristics under the Act are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

## 5. Reporting

- 5.1. The Council is required to report regularly to the Department for Levelling Up, Housing and Communities on the progress of projects funded by the UKSPF. In addition to any reporting requirements contained in the brief, you shall provide such information as is reasonably requested by the Council from time to time without undue delay.

**6. Compliance and indemnity**

- 6.1. In accepting this project, you understand and agree to indemnify the Council and keep them fully indemnified against any clawback of UKSPF funds arising as a result of non-compliance with any of the provisions of this Appendix 3.
- 6.2. In the event of conflict between the terms of this Appendix 3 and any other agreement between the parties, the terms of this Appendix 3 shall prevail.