



Procurement For Digital Platform (website) to deliver the Digital Strategy of the Jurassic Coast Trust.

Tender Document

Formal Invitation to Tender for: The creation of a new Digital Platform (website) to deliver the Digital Strategy of the Jurassic Coast Trust

Proposed Contract Commencement: January 2019

Tender Return Date: 23rd November 2018 at Midday

INFORMATION REGARDING DATA PROTECTION (GDPR) and CONFIDENTIALITY

Tenderers should be aware that information provided as part of this tender exercise will be subject to current legislation.

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Section 1 of this pack contains all the information you need to draw up a good quality response to our Invitation to Tender. Please read everything in the pack carefully. We aim to provide everything you will require in the pack, however if additional information is required please refer to the contact information in Section 1, Part 1.

In Section 2 you will find the forms which you are required to submit in order to tender. Please use this contents page as a checklist of items to complete and submit. Failure to include any information may damage your Tender's chance of success.

Section 3 contains further information about the requirement, the Jurassic Coast Trust (JCT) and the tender process. This section does not need to be included in your tender return.

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SECTION 1: PART 1 - CONTACT INFORMATION

All enquiries must be submitted to Lucy Culkin – lucy.culkin@jurassiccoast.org.

All enquiries should be submitted before 16th November 2018 via email only.

Any non-commercially sensitive clarifications and any revisions to the tender documents will be sent to tenderers that we are aware of. Please let us know if you would like to be included in this correspondence.

SECTION 1: PART 2 – BACKGROUND INFORMATION & TIMETABLE

General Requirements

Tenders are invited for creation, maintenance and hosting of a new Digital Platform (website) to deliver the Digital Strategy of the Jurassic Coast Trust to incorporate volunteer management capability. The successful supplier will be responsible for providing this service in close liaison with the in-house project team. The maintenance and hosting package will be contracted from April 2019 to 31 March 2021 with an optional extension subject to review.

General Background

Background information about the Jurassic Coast Trust can be found on the website <http://www.jurassiccoast.org>

Tenderers should be aware that information provided as part of this tender exercise will be subject to current GDPR legislation.

The Jurassic Coast Trust is the independent charity responsible for managing the Jurassic Coast World Heritage Site.

We have programmes of work which deliver our organisational aims. These aims are:

To protect the Jurassic Coast and its setting.

We do this by understanding and contesting threats to the ongoing natural erosion that occurs along the coastline, and to developments that might have a negative impact on the way the Site is experienced. We also work with fossil collectors, research organisations and museums to enable more of the unique and spectacular fossils rescued World Heritage Site to be conserved, researched and ultimately put on display.

To engage with people and organisations

We do this in Dorset, East Devon and elsewhere to improve people and organisations' experience of this incredible World Heritage Site. Drawing on how the Jurassic Coast is, or might be important to them, we then act to improve their experience so that it makes a meaningful difference to their lives.

To deepen our understanding of, and people's connections with, the Jurassic Coast.

The astonishing Earth Heritage of the Jurassic Coast gives us thousands of stories tell us about the planet, the natural processes that change it and the evolution of species over more than a third of the time of which life has been on Earth. As custodians of the Outstanding Universal Value of the Site, our job is to demonstrate its relevance and significance, and that of World Heritage Status, and facilitate further understanding and knowledge.

To sustain the organisation financially and demonstrate exemplary governance.

We do this through effective and transparent governance and financial management. Successful fundraising enables us to grow financially, allowing us to undertake our mission. Good governance of both the Trust and the World Heritage Site will ensure the implementation of the Management Plan into the future; World Heritage Sites are to be safeguarded for future generations and the Jurassic Coast Trust intends to be around to make that happen.

Digital Review

Following a period of consultation and research which demonstrated that our key audiences look to our web and social media presence for information and engagement, the Trust intends to use digital platforms as a primary source of capturing public and community engagement, delivering learning and skills development and create income generation.

We have a renewed digital vision and direction to enhance the customer journey to achieve life-long commitment to the Jurassic Coast. We encourage exploring innovative ideas to develop a new digital platform which will enable sustainable growth and successful achievement of the outcomes for our funded work programmes, including the Jurassic Coast Volunteer Network

In order to ensure that Digital Platform provides high quality services in line with best value principles it is proposed to undertake a procurement exercise to tender the existing maintenance and hosting contract as part of this development contract, with the new contract commencing 1st January 2019.

The Trust's detailed requirements are defined in the Specification which is Section 1: Part 5.

General Information about the tender process can be found in Appendix 2.

Timetable

It is intended that this procurement will run to the following timetable. In the event that changes are required we will endeavour to keep you fully informed. Every effort shall be made to avoid changes.

Should the closing date for tenders be amended the online adverts will be updated and tenderers that we are aware of will be notified.

Dispatch of Tender:	05/11/2018
Deadline for return of Tender:	23/11/2018 at Midday
*Evaluation of Tenders:	26/11/2018 to 03/12/2018
Invitations to Presentation Meetings to be Sent	03/12/2018
*Presentations by shortlisted Tenderers	10/12/2018 and 12/11/2018

*All Tenderers informed of preferred supplier:	13/12/2018
*Cooling-Off period:	20/12/2018
*Trustee approval to award	20/12/2018
*Contract start:	January 2019

(*These are target dates only and subject to review)

SECTION 1: PART 3 - HOW TENDERS WILL BE EVALUATED AND AWARDED

These notes provide details on how your tender will be evaluated. The tender process will be conducted to ensure that tenders are treated equally and fairly.

Basis of Tender Prices

The tender shall constitute an irrevocable offer by the tenderer remaining open for acceptance for a period of 90 calendar days from the day following the closing date from receipt of tenders (unless specifically stated elsewhere in the tender documents).

Evaluation of Tenders

Evaluation of tenders will always rely upon the information that you have provided. If you fail to provide all the information requested, you will put your tender at a disadvantage.

The stages of the evaluation and award will be:

1. Receipt and Opening of Tenders
2. Evaluation of Essential Criteria
3. Cost and Quality Evaluation of Tenderers which pass the Essential Criteria
4. Tenderers invited to Presentation – the invitation will include details of the presentation and questions.
5. Presentations
6. Evaluation finalised and Preferred Provider selected
7. Tenderers informed of preferred supplier
8. Cooling off period
9. Trustee Approvals
10. Award

Essential Criteria

In order for the tender to be scored, the following criteria will be scored as pass or fail and must all be met:

1. Ability to deliver project within set timescales
Tenderers that are unable to comply with the timetable will fail.
2. Insurances
A pass will be awarded to tenderers that have the requested insurances or commit to getting them should they be awarded the contract.
3. Financial stability
Please see Appendix 3 for details of how this will be evaluated.

4. Exclusion Criteria

A pass will be awarded to tenderers who comply with the mandatory exclusion criteria and either comply with the discretionary exclusion criteria or provide reasonable justification. The Exclusion Criteria can be found in Appendix 4 and Appendix 5.

5. References

It is your organisation's responsibility to complete reference information templates by the Tender submission date.

A fail will be awarded to tenderers which:

- Are unable to provide details of three references.
- Following receipt of an 'unsatisfactory' reference – i.e. a referee states that the tenderer was unsatisfactory for one or more criteria.

If all these requirements are met, the quality and cost of the tender will be scored against the following criteria:

Cost and Quality Evaluation

Tenders will be evaluated based on non-price as well as price factors. These will be weighted to reflect relative importance and scored accordingly.

Part 1: Quality of proposal/technical ability – 50%

	Criteria	Weighting
1	Quality of proposal and interpretation of brief	30%
2	Tenderers ability to develop the Digital Platform specification. Tenderers may use experience and knowledge to demonstrate their answer.	20%

Tenderers will be invited to present to the project team. These meetings will be held on 10/12/2018 and 12/12/2018. Tenderers that would be unable to achieve a high enough score to win the competition will not be included.

To provide transparency in how tenders will be evaluated, the weightings and scoring methodology have been provided below. A tender panel will manage and oversee the scoring process and insertion of final scores into the scoring matrix. Scoring will be as follows with one score being allocated for each criteria:

Score	Classification	Definition
0	Unacceptable	No response, or totally unacceptable and does not meet the requirement in any way, such that the tenderer should be failed at this point and not considered further.
1	Inadequate	Substantially unacceptable and does not meet the Trusts expectations in some significant areas. Considerable reservations of the relevant ability, understanding, skills, resources and quality measures.
2	Weak	Weak response that does not fully meet the Trust's requirements. Response may be minimal with little or no detail or evidence given to support and demonstrate sufficiency or compliance. Some minor reservations of the Tenderer's relevant ability, understanding, skills, resources and quality measures to provide the service required.
3	Satisfactory	Response largely covers the Trust's requirements and some, but patchy or brief, evidence is given to support the answers.
4	Good	Criteria in the specification are met and evidence is provided to support the answers demonstrating sufficiency, compliance and either actual experience or a process of implementation.
5	Excellent	Exceptional response that inspires confidence and indicates high level of commitment and benefits to be provided. Response is clearly demonstrated and evidenced. Full evidence provided to show how the service will be achieved, either by demonstrating past experience or through clear process of implementation. Response may also identify factors that will offer potential added value, and with evidence to support this.

Part 2: Cost – 30%

The lowest cost tender will receive 100% of the cost score. Other tenders will receive a proportion of this score relative to the variation between their price and the lowest price.

The Lowest Price is divided by the Tenderer's Price and this is shown as a percentage. This score is multiplied by the overall cost weighting. For example, if tender C is the lowest price at £20,000, then tender C will be awarded 30%. Tender E with a price of £30,000 will be scored as follows:

$$20,000 / 30,000 \times 30\% = 20\%$$

Part 3: Presentation- 20%

Confidence in consultant's ability and understanding of the Trusts requirement. These criteria will be scored at the presentation.

SECTION 1: PART 4 - HOW TO RETURN YOUR TENDER SUBMISSION

The information in this document will help you offer a quality response to our invitation to tender. Please read the notes carefully as they address many of the frequently asked questions.

Returning Tender Documents

The deadline for delivery is midday on 23rd November 2018. Tenders received after this time will not be considered apart from in exceptional circumstances when they may be considered at the discretion of the Trust. Tenders received ahead of the deadline will remain unopened until the tender opening meeting.

Tenders should be returned via email to lucy.culkin@jurassiccoast.org clearly marked in the subject line '*Tender for Digital Platform (website) and databases to deliver the Digital Strategy of the Jurassic Coast Trust*'

Unless the tender requests them do not send any catalogues, brochures or product information. Please only return items that the tender specifically asks for.

Clarity

A clear and easily understood tender increases the chances of success.

SECTION 1: PART 5 – SPECIFICATION

The following document sets out in detail the Trust's requirement. It is intended to be comprehensive and complete. The quality of your tender will depend upon a clear understanding of this requirement. If you are unclear about any of the contents it is essential that you ask for clarification before submitting your tender.

The Jurassic Coast Trust has an existing website and contract in place for hosting and essential site maintenance. The current contract is ongoing with no notice period.

It is expected that this contract will commence on 01 January 2019, with a three-stage web design and delivery plan;

- Stage one: milestones to be agreed and delivered by April 2019, this will include a functioning website to enable the existing website to be closed down;
- Stage two milestones to be agreed and will include further development of the new website functions, to be delivered by December 2019
- Stage 3 milestones to be agreed and delivered by April 2020. The hosting and maintenance contract will run parallel until 31 March 2021, upon which a stand-alone hosting and maintenance contract may be extended subject to review.

Method of Working

Information, guidance and objectives.

A Project Team has been established to govern and deliver this project. The successful Consultant will be expected to be a proactive member of the Project Team and attend meetings and answer reasonable queries as required.

The Project Team has considered a full range of issues including the level of creativity and innovation in service design balanced with functionality and ensuring a robust and simplified digital platform to service the needs of the Trust for the next 5 years.

The successful consultant will:

- I. Advise on detail and process for digital development which best meets the needs of the Trust's work programme and aims.
- II. Advise on approach to early improvement of resources which link strategy to delivery requirements of the website functionality; this may include liaising with the existing contract provider.
- III. Develop and review the draft Digital Strategy. This includes ensuring clearly defined outputs and robust performance management measures are in place.

- IV. Lead, develop and support the project team throughout the creative process to ensure the final product meets organisational need.
- V. Assist in ensuring maintenance and hosting arrangements are able to meet the Trust's requirements for the whole length of the contract
- VI. Advise on transition period between January and April 2019 and advise on any required handover process.
- VII. Assist with any post handover issues, such as liaising with unsuccessful contractors.

Day to day contact will be through the Project Manager (Lucy Culkin).

It is expected that any company submitting a bid can commit to the whole process and timescales of the project. Successful consultants would be expected to attend an inception meeting within the first week following the award of the contract. This is anticipated to be in early January 2019.

Regular checkpoint reports, providing a high-level status summary of progress to date, will be required. The exact detail of these and additional formal reporting requirements will be clarified during the inception stage.

Purpose

The aim is to develop the digital strategy and subsequently create a new digital platform (website) that meets the needs of delivering the work programme of the Jurassic Coast Trust, which specifically includes the Jurassic Coast Volunteer Network, Learning and Conservation, Engagement, Business Partner Development and Retention, Destination Management, Membership and retail products.

The website should convey the messages that, the Jurassic Coast World Heritage Site links tourism and conservation with sustainable development for economic, social and cultural benefit. It should also reflect the fact that as a World Heritage Site it is a globally important and a recognised natural asset.

Our digital priorities are:

- To increase landing page activity
- To increase time spent on the site
- To increase membership attrition
- To increase retail spend.

The digital strategy and subsequent new website need to address simplifying the experience for web-based engagement and encourage organic visits to the key landing pages, allowing a more focused use of campaigns and highlights. The contract must consider how the website is best placed to combine Destination management and Learning and Conservation into a single message for use by our stakeholders.

Overall Objectives for the Contract:

To develop a digital Strategy and create a new platform to better serve the needs of the Jurassic Coast Trust in delivering it's work programmes, in terms of balancing breadth and quality of service with the best possible return on investment opportunities and project outputs to sustain the work of the Trust.

- To create a new digital platform which reflects the brand value of the Jurassic Coast Trust and UNESCO World Heritage Site.
- To combine functionality of Destination Management and Learning & Conservation into the site to which will enable work programmes to be delivered effectively.
- To clearly link the relationship between tourism and conservation and promote income generation through website functionality (via membership schemes, business partners, online retail)
- To create an integrated volunteer management system
- To deliver a website which is adaptable by trained JCT staff team
- To demonstrate an innovative approach to delivering key messages for website users (for example by the use of infographics, podcasts, videos or other digital channels)
- Include scope for a flexible pricing approach so that pages and functionality can be added / removed at any point throughout the contract
- Provide training and development opportunities for staff team in maintaining and updating content.
- Contribute towards Jurassic Coast Trusts' strategic objectives and corporate priorities set out in the corporate and management plans.

The Jurassic Coast Volunteer Network requires an integrated volunteer management database which will be accessed by a password protected log on. The minimum functionality of this system will:

- Enable volunteers to register their CV and update skills profiles on-line
- Enable businesses to upload volunteer placement opportunities and employment opportunities online
- Enable businesses to browse candidate's CV's to match skills to placements
- Enable volunteers to access training courses and log skills to be assessed and verified online (by way of uploading documents and videos to provide evidence for qualifications)
- Log volunteer hours and upload expenses claims
- Volunteers to have a dedicated email to communicate with the Volunteer Network Co-ordinator

SECTION 2: PART 1 COMPANY DETAILS

Please note that these questions are for information only and will not be scored.

1.1 Full name of Company.

1.2 Address of registered office

1.3 Company registration number.

1.4 Name, position and address of principal contact to where any future correspondence is to be sent in connection with this project.

1.5 Contact telephone and e-mail.

1.6 Please state if any director, partner, senior manager or associate of your organisation is a relative or has any type of private or business relationship with either a Trustees, or an officer employed by the Jurassic Coast Trust.

1.7 If you have answered 'Yes' to Question 18 above, please give details of the relationship.

SECTION 2: PART 2 ESSENTIAL CRITERIA

Please note that tenders that do not pass all Essential Criteria will not be scored further.

- 2.1 Please confirm your availability and ability to deliver the project within timescale.

- 2.2 Insurances

Please confirm that you currently have the minimum required insurances or that you would increase your insurance to meet these requirements if your tender is successful.

£5m Employer's Liability Insurance (If applicable to the organisation)
£5m Professional Indemnity Insurance

- 2.3 Financial stability

Please tell us which of the following you would be able to provide if requested. The more information you are able to provide; the better the Council will be able to assess your financial standing.

1. A copy of your audited accounts for your last two financial years
2. If you qualify for the small business exemption, a copy of your statutory accounts for your last two financial years.
3. A statement of turnover, profit & loss account, balance sheet and a Director's/Managing Partners report (if available) for the most recent two years of trading
4. A statement of turnover, profit & loss account, balance sheet and a Director's/Managing Partners report (if available) for the most recent year of trading.
5. Management Accounts including a profit & loss account and balance sheet for all periods of trading available.
6. A statement of your cash flow forecast, projected profit & loss account and balance sheet for the current year and a bank letter outlining the current cash and credit position
7. Alternative means of demonstrating financial status if trading for less than one year (e.g. a copy of your business plan, cash flow forecast, details of your start up capital/loans or management accounts).

Please state the numbers of the above that you can provide.

Please see Appendix 3 for details of how this section will be evaluated. The box below can be used for any additional information.

2.4 Exclusion Criteria

Please refer to Appendix 4 and Appendix 5 and state below if any of the mandatory or discretionary exclusion criteria are true of your organisation. If any discretionary exclusion criteria are true, please advise the actions taken to resolve them and prevent the risk of re-occurrence.

2.5 References

We require a minimum of 3 references for whom you have carried out similar work (with a description and outcome of that work).

Contract 1 Information - Please provide the following information:

Name of Reference Organisation:	<input type="text"/>
Contact Name at Reference Organisation:	<input type="text"/>
Description of work and outcomes:	<input type="text"/>

Contract 2 Information - Please provide the following information:

Name of Reference Organisation:	<input type="text"/>
Contact Name at Reference Organisation:	<input type="text"/>
Description of work and outcomes:	<input type="text"/>

Contract 3 Information - Please provide the following information:

Name of Reference Organisation:	<input type="text"/>
Contact Name at Reference Organisation:	<input type="text"/>
Description of work and outcomes:	<input type="text"/>

SECTION 2: PART 3 – Technical Ability

Submit your proposal with additional information containing:

- Named lead individual (including any reporting arrangements) with copies of CV demonstrating relevant experience and expertise
- Details of their availability
- Describe what you will do for us; you may use examples and case studies to demonstrate your answer. Please include the following in your response
- Estimate of time to be spent on each stage of work, and the rates of those employed

Please use the space below to give the details of your submission (or attached a separate document).

SECTION 2: PART 4 – COST

Please provide a detailed breakdown and details of all costs related to the delivery of the service.

Prices must be shown inclusive of VAT.

Tenders must include the following:

- Detailed breakdown of costs listing expenditure under the following headings:
 - Revenue Costs (no. of work days and day rates for each individual involved in the project)
 - Any overheads to be charged
 - Travel and subsistence costs associated with project
 - Any other costs (please specify)

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SECTION 2: PART 5 – DECLARATION

I confirm that following enquiry the answers submitted in this tender are correct. I understand that the Jurassic Coast Trust may reject this tender if there is a failure to answer all relevant questions fully or if I provide false/misleading information.

The amount of this Tender has not been calculated or arranged with any person other than the Jurassic Coast Trust, that the amount of the Tender has not been communicated to any person other than JCT and will not be communicated to any person until after the closing date for the submission of Tenders.

FORM COMPLETED BY

Name	
Position	
Telephone Number	
Date	
Signature: (for electronic submissions, please type name or provide an e-signature)	

APPENDIX 1 – BACKGROUND INFORMATION

Introduction

The Jurassic Coast Trust is the independent charity responsible for managing the Jurassic Coast World Heritage Site.

Our vision is that everyone loves, understands and values the Jurassic Coast World Heritage Site.

Our mission is to enable everyone to have the best possible experience of the Jurassic Coast, whether they want to learn, enjoy, work or study.

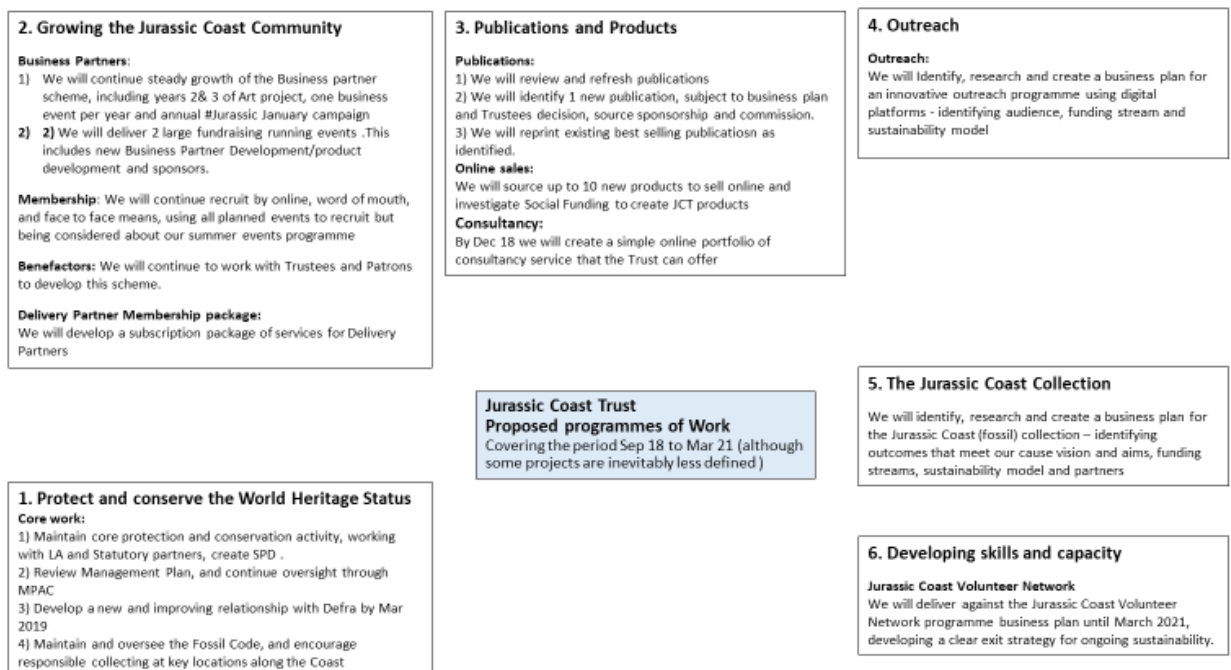
Our registered charity number is 1101134.

Please see our website www.jurassiccoast.org for more information.

Work Programmes

The new digital platform and digital strategy must support the delivery of our work programmes.

Below is a diagram which best represents the work which the Jurassic Coast Trust deliver until March 2021:



Quality of Service:

Whilst ambition is high to drive down risk and cost, it is recognised that this ought not to come at the expense of service quality.

Throughout the lifespan of the contract, Value for money (VFM) will be continually tested. These exercises will provide robust evidence of VFM not only in terms of service provision, but also operator performance, with healthy figures for indicators such as:

- Landing page activity
- Time spent on site
- Increased member attrition
- Sales conversions
- Digital engagement via social media sites
- Volunteer interactions

APPENDIX 2 – GENERAL INFORMATION

This section details the key actions that are required by the Jurassic Coast Trust of all Tenderers. Tenderer non-compliance may be regarded as breach and may result in the Jurassic Coast Trust removing the Tenderer from the process.

The Jurassic Coast Trust (JCT) proposes to enter into contract for the provision of a Digital Platform (website) and databases to deliver the Digital Strategy of the Jurassic Coast Trust

- 1 This information is provided for the assistance of Tenderers but does not form a part of the contract documents.
- 2 The work comprises of the provision of services as described in the specification.
- 3 Prospective Tenderers are advised to read the documentation and any schedules and appendices carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is successful.
- 4 The Jurassic Coast Trust does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of any tender, unless the Tenderer stipulates otherwise. Every effort will be made to reach a decision on award as soon as possible after submission of tenders.
- 5 It is expected that the preferred provider will be selected in the week following presentations, however contract award will be subject to Trustee Approval which is expected to be on 20 December 2018.
- 6 Tenderers must submit a Standard Bid for the supply of the whole of the Services specified under the terms of the contract.
- 7 The Trust's view is that the regulations and directives in relation to the Transfer of Undertakings (Protection of Employment) Regulations 2006 will not apply to contracts awarded in respect of this tender. However, prospective tenderers must take their own legal advice on this matter and bid accordingly and must not rely on the Trusts view being correct in law. The Trust accepts no liability whatsoever for any loss or damages or any other costs as a result of the aforesaid regulations.
- 8 Tenders should be received by The Jurassic Coast Trust no later than midday on 23rd November 2018. Late or incomplete Tenders will not be considered.

Sufficiency of Information

- 9 Information supplied is for the general guidance of Tenderers only. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of all such information and no responsibility is accepted by the

Jurassic Coast Trust for any loss or damage of whatever kind and howsoever caused arising from the use of such information.

- 10 The full cost of responding to this ITT and tender process, including but not limited to any costs and/or expenses involved in the preparation of the Tender response and for any subsequent presentations and/or demonstrations and/or negotiations, will be borne by the tenderer. The Jurassic Coast Trust shall have no liabilities in this regard.
- 11 Tenderers shall be deemed to have satisfied themselves before submitting their Tender as to the correctness and sufficiency of the rates and prices stated in their Tender which shall (except in so far as it is otherwise provided in the Contract) cover all their obligations under the Contract and shall be deemed to have obtained for themselves all necessary information as to risks, contingencies and all other circumstances influencing or affecting the Tender.

Qualification of Offer

- 12 Tenders must not be qualified but must be submitted STRICTLY in accordance with the tender document. Only tenders submitted without qualification strictly in accordance with the tender documents will be accepted for consideration. Tenderers should not include in the tender any extraneous information which has not been specifically requested, for example, standard terms of trading, sales literature etc.

Confidentiality of Tender Information and Documents

- 13 The Tenderer shall be required to give an undertaking which shall become a condition of the contract that the amount of the Tender has not been calculated or arranged with any person other than The Jurassic Coast Trust, that the amount of the Tender has not been communicated to any person other than JCT and will not be communicated to any person until after the closing date for the submission of Tenders.
- 14 The tenderer shall not approach any employee of JCT (other than those designated as contacts in the Invitation to Tender) with a view to providing or requesting information on any part of their tender.

Confidentiality

All information supplied by Jurassic Coast Trust in connection with the Invitation to Tender shall be treated as confidential and Tenderers shall not, without the prior written consent of JCT, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law or where such information is disclosed for the purposes of obtaining sureties, guarantees or comments from insurers/legal advisers and other information required to be submitted with the Tender).

The Invitation to Tender and every part of it and all other information provided by or on behalf of JCT must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to Tender other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Tender.

Tenderers shall not at any time release any information concerning the Invitation to Tender and/or their Tenders and/or any related documents and/or any clarification and/or discussion with JCT in this connection for publication in the press or on radio, television, screen or any other medium.

Each tenderer warrants to JCT that no document that it prepares as part of its Tender shall infringe any Intellectual Property Rights. Each tenderer shall retain Intellectual Property Rights in all documents that it prepares as part of its Tender and JCT shall not copy or use any such documents other than for the purpose of evaluation of Tenders. JCT reserves the right to retain all documents submitted by each tenderer as part of its Tender throughout the period that their Tenders remain valid and open for acceptance.

Each tenderer undertakes to indemnify Jurassic Coast Trust and to keep Jurassic Coast Trust indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the foregoing provisions.

APPENDIX 3 – FINANCIAL STABILITY EVALUATION

To support this assessment the Jurassic Coast Trust Council will calculate a risk score as per the model below.

The table below details the evaluation process that will apply:

Criteria	Weighting
Pre-Tax Profit/Surplus – latest trading year (accounts)	20
Percentage of change in Pre-Tax Profit/Surplus between the latest 2 years evaluated	20
Percentage of change in Tangible Net Worth based on the most recent 2 years of statutory accounts submitted.	30
Gearing (debt to equity ratio)	30
Total	100

The following scoring mechanism will be used to assess all elements of this financial evaluation:

Excellent	100%
Good	75%
Satisfactory	50%
Unsatisfactory	0%

APPENDIX 4 – MANDATORY EXCLUSION CRITERIA

Has your organisation or any director 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.
- (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, where the offence relates to active corruption;
- (c) the offence of bribery, where the offence relates to active corruption;
- (ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
- (d) fraud, 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, within the meaning of—
 - (i) the offence of cheating the Revenue;
 - (ii) the 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;
 - (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
 - (ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
- (e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;
- (ea) 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;
- (eb) 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

APPENDIX 5 – DISCRETIONARY EXCLUSION CRITERIA

Is any of the following true of your organisation?

- (a) being an individual - is bankrupt or has had a debt relief order or a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law - has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 - has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?

Has your organisation or any director, partner, senior manager or associate of your organisation:

- (a) been convicted of a criminal offence relating to the conduct of your business or profession;
- (b) committed an act of grave misconduct in the course of your business or profession;
- (c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;
- (d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or
- e) been guilty of serious misrepresentation in providing any information required of you under Regulations 24, 25, 26 or 27 of the Public Contracts Regulations 2006 or has not provided such information in response to a request by the contracting authority.