

TRURO CITY COUNCIL



CITY OF TRURO

*Roger Gazzard
Town Clerk*

*Town Clerk's Department
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To

My ref **RG**

Date 28th January 2022

Dear ,

TENDER- New Visit Truro Website, Truro City Council

Introduction & Summary

Truro City Council is seeking the new website to achieve the following objectives:

- To provide up to date, quality information along with inspirational content to the three selected audiences;
- Rationalise current and proposed digital / web communication;
- Eliminate confusion and duplication of content;
- Optimise resources and support needed;
- Minimise set up and ongoing cost;
- Maximise the profile of Truro City Council and its support for Truro and Cornwall.

Truro City Council is seeking an agency that will create a website that incorporates three key functions in one integrated solution.

The new site should meet the needs of three distinct audiences and associated stakeholders, namely

- New and returning visitors to Truro, as well as those visitors to Cornwall, to encourage new and increased repeat visitors to the city;
- The residents in Cornwall and the Isles of Scilly to increase the number of day / staying visits to Truro;
- The residents of Truro and the surrounding villages to ensure effective communication and encourage participation in local events and activities.

The chosen agency will ensure that the following challenges are tackled:

- To minimise or eliminate duplication of website content and communication and thus avoid confusion;
- To meet the needs of the visitors to the city, Truro residents and the residents of the rest of Cornwall and Isles of Scilly;
- To establish and maintain the minimum ongoing cost for a quality service;
- To maximise all possible SEO opportunities to enable effective organic search functionality;
- Event listings to be automatically unpublished and archived the day after the event has taken place / ends.

See Annex A for an illustrate diagram of the above.

Specification

Section A

Requirements for Visit Truro

The existing Visit Truro website is a directory site with the main purpose of promoting Truro, businesses within it, as well as acting as a 'What's On' platform for both visitors and locals with the desire to increase promotion and awareness of Truro and the surrounding area.

The current Visit Truro website is built on a Drupal 7 platform, which will become obsolete from November 2022.

As like many destinations, much of the activity on the current site is leading visitors to business listings (whether it's accommodation, food & drink, independent shops & markets, event listings or local walks), with the end goal being a referral to the business's own site. There is a functionality within the site for a search box and visitors should be able to search by a range of factors (type of listing, location, availability, key facilities) to return all relevant matching business listings.

Because we are a membership organisation and their website listings are such a key part of the site, the business listings pages need to be easy to find and navigate, be image strong with clear links for visitors to be referred to the business's own website.

Events / 'What's On' listings are becoming a challenge in how they are listed due to long dates for certain exhibitions / events. We would also like to look at creating listings for more community-based events with the ability for event organisers to submit an event submission form for their own events, but without them going live until permission is given from an administrator.

The CMS would need to allow Visit Truro staff to easily make minor layout/design changes, create new pages and sections, upload blog posts etc.

Business listings:

Easily create and host business listings to include images, contact details (address, phone number, email button) link to business website, location map, text description,

opening times, pricing, road and transport information, list of facilities, display awards logos.

Special offers, to show on search results and within a separate offers section.

All listings must have the ability to be tagged, so they can be searched by type, opening dates, location, as well as pre-set facilities (swimming pool, dog friendly, etc.)

We will need the ability to track listing stats and number of click throughs.

We will need banner advert spaces throughout the site, with the ability to set certain banners to display on certain sections and report on the number of views and referrals.

Links to our social media accounts should be accessible from all pages.

We will need several page templates which we should be able to utilise in different ways e.g., main category pages (where to stay), subcategory page (hotels), blog pages, free text pages for use as competition pages)

We will need feature spotlights on the homepage and throughout site to display key pages.

Blog section/area will need to be created.

Image gallery, which can be viewed by topic or date, but where images are protected to avoid uses of any images without the appropriate approval.

Within the CMS, we need to have the ability to create page redirects for when page names are changed, or listings removed.

SEO will also need to be built into the site.

An e-newsletter sign-up form should be included.

Truro City Council and ourselves as a service provided by City Council are working in partnership with different organisations – Truro BID, Tyller an Nerth, and hope to raise awareness to local residents of the 'What's On' section of the site.

This will then require further development on the website to manage and collate data from visitors.

New digital channels to be integrated into the website – Video content/You Tube, hero banners.

Visit Cornwall as one of our key partners are looking at a headless CMS – our site would need to be compatible so there is an ability to share information on Truro / events listings.

The site should be GDPR compliant and Cookie compliant, along with any newsletter sign up and any expected accessibility inclusions.

The site should also consider being mobile first as opposed to mobile friendly.

Online/ecommerce

The website will be a portal website to send online bookings direct to the businesses and this must be built into the website so that we are the shop front for our tourism businesses. We would like to also integrate an online event ticket system and explore the TXGB.

Press and PR area

To help increase awareness of Truro, Press and PR will become a key activity for Truro with the forthcoming Truro Town Deal developments. A dedicated Press and PR area will need to be created to help facilitate press enquiries and to help increase the number of enquires received. The area will include a digital download press pack, full image library, database of press releases from Truro and from our members, and content ideas for press releases to help support travel writers and journalists.

SECTION B

Requirements for residents of Cornwall

The existing Visit Truro website is a website for visitors to Cornwall i.e., Holidaymakers not Cornish residents.

Easily create listings to include images, contact details (address, phone number, email button) link to business website, location map, text description, opening times, pricing, road and transport information, list of facilities, display awards logos.

We will need the ability to track listing stats and number of click throughs.

We will need banner adverts spaces throughout the site, with the ability to set certain banners to display on certain sections and report on the number of views and referrals.

Links to our social media accounts should be accessible from all pages.

We will need several page templates which we should be able to utilise in different ways e.g., main category pages (where to stay), subcategory page (hotels), blog pages, free text pages for use as competition pages).

We will need feature spotlights on the homepage and throughout the site to display key pages.

Blog section/area will need to be created.

Within the CMS, we need to have the ability to create page redirects for when page names are changed or listings removed.

SEO will also need to be built into the site.

An e-newsletter sign-up form should be included.

SECTION C - Our Truro

Requirements for Our Truro

The component of the website is aimed at being the source of quality, intimate content for the residents of Truro and its environs.

It must be the go-to website for local residents for information on all aspects of Truro life, including what's on, community events and activities.

The CMS would need to allow staff to easily make minor layout/design changes, create new pages and sections, upload blog posts etc, and allow local 'approved' partners to have read / write access to enable maximum accuracy and up to the minute information.

Listings:

Easily create and host event listings to include images, contact details (address, phone number, email button) link to event website, location map, text description, opening times, pricing, road and transport information, list of facilities, display awards logos.

Special offers, to show on search results and within a separate offers section.

All listings must have the ability to be tagged, so they can be searched by type, opening dates, and location, as well as pre-set facilities (swimming pool).

We will need the ability to track listing stats and number of click throughs.

We will need banner advert spaces throughout the site, with the ability to set certain banners to display on certain sections and report on the number of views and referrals.

Links to our social media accounts should be accessible from all pages.

We will need several page templates which we should be able to utilise in different ways e.g., main category pages (event), subcategory page (community groups and events), blog pages, free text pages for use as competition pages).

We will need feature spotlights on the homepage and throughout the site to display key pages.

Blog section/area will need to be created.

Within the CMS we need to have the ability to create page redirects for when page names are changed or listings removed.

SEO will also need to be built into the site.

An e-newsletter sign-up form should be included.

Truro City Council and ourselves as a service provided by City Council are working in partnership with different organisations – Truro BID, Tyller an Nerth - and hope to raise awareness to local residents of the 'What's On' section of the site.

Other considerations

Agencies should consider the following options in responding to the Tender:

- A Headless CMS solution
- A 'Modular' approach to wireframes to allow for flexibility by Truro City Council website curators, creators, and content makers
- To allow a single content page, e.g. a major or significant event to be created and edited but to show to all three audiences in the separate areas of the website
- To allow local 'approved' partners to have access to create and edit content, e.g. local community groups and local event organisers
- Accessibility- The site should not only meet all accessibility website standards, but also incorporate a way of providing accessibility icons to indicate any potential limitations to the participation of people with mobility restrictions and/or other / additional needs.

Sustainability area

Create dedicated areas on sustainability for both the visitor and tourism businesses. These areas need to showcase the work our tourism businesses are undertaking and be used as a driver to book/visit for the consumer.

The new area will also highlight support available for the tourism businesses and how they can use sustainable activities to help increase visitors.

Quote will need to include:

- All the build and functionality as stated above, along with a breakdown of all costs;
- A clear timetable detailing the discovery, development, testing and implementation stages;
- Examples of previous website development projects together with references or contact details of two referees from previous clients;
- Costs for an SSL licence, support and hosting costs and any other ongoing costs on annual basis.

1. Instructions for submission of Tender

a. Acknowledgement of Intention to Tender

All Tenderers are requested to acknowledge receipt of this Invitation to Tender (ITT) by 4th February 2022.

If the Tenderer does not wish to, or is unable to Tender, then these documents should be immediately deleted from the Tenderers electronic filing system.

Any further instruction or information relating to the Tender prior to the Tender due date will be issued as an e-mail to all Tenderers by the Council.

b. Tender Submission

Tenders must be submitted for all, or part of the services listed above.

The Tenderer must provide all documents as listed in the Tender Submission Checklist below:

- Tenders shall be submitted in accordance with and subject to the terms of these instructions and other documents comprising the ITT. Any Tenderer not complying with this ITT in any particular way may be rejected by the Council, whose decision in the matter shall be final.
- All written entries shall be written in English in INDELIBLE BLACK INK suitable for photocopying, and signatures shall be followed by the name of the signatory in printed capitals. All sections of the Tender must be completed.

c. Tender Submission Checklist:

- Form of Tender (schedule 1)
- Certificate of Direct or Indirect Interest, Canvassing, and Confidentiality (schedule 2)
- Certificate of Compliance: Insurance (schedule 3)
- Pricing Schedule (schedule 4)
- Commercially sensitive material checklist (schedule 5)
- Equality and diversity undertaking compliance (schedule 6)
- Method statements (schedule 7)

Information provided by the Tenderer in the Tender shall constitute an irrevocable offer to the Council that shall form part of any subsequent agreement between the parties.

The Tender Documents must be sealed in a plain envelope with 'Tender Documents' and the project name written in the top left-hand corner. Any such envelope or parcel shall not bear any name or any other mark (e.g., postal or franking devices on envelope) by which the Tenderer can be identified.

The envelope(s) or parcel(s) (if more than one) should be taped together securely using clear self-adhesive tape and delivered to:

Mr Roger Gazzard, Town Clerk, Truro City Council, Municipal Buildings,
Boscawen Street, Truro, TR1 2NE

not later than 1200 hours on the 25th February 2022. Tenders received after 1200 hours on this date will **NOT** be considered.

Two copies of the tender documents must be submitted

Please do not email your tender submission to the Council.

d. Discrepancies, Omissions, Clarification and Enquiries

Should the Tenderer find discrepancies in, or omissions from, the Tender Documents, the Tenderer shall notify the Contact Officer immediately.

Tenderers shall communicate all Tender related queries by e-mail to the Contact Officer no later than the 14th February. The Contact Officer will respond to all such queries by e-mail to all Tenderers.

Where the Council considers any question or request for clarification to be significant, both the query and response will be communicated, in a suitably anonymous form, to all Tenderers.

Tenderers should not contact the Council's existing Providers/Suppliers of the service to request information (information that is not in the public domain) either directly or indirectly related to the agreement.

Telephone enquiries will not be accepted.

e. Study of Tender Documents

The Tenderer is required to examine the Tender Documents and to obtain all information as it may require to submit a Tender. The Tenderer shall be deemed to have satisfied itself as to the correctness and sufficiency of its Tender. No claims whatsoever shall be entertained arising out of the Tenderers failure to study the Tender Documents.

f. Tender Errors and Omissions

If the Council discovers actual or apparent errors or accidental omissions in the Tender, the Tenderer may be required to justify or correct the price/item(s) concerned. Any adjustments to the Tender shall be confirmed in writing by the Tenderer to the Council, but without any obligation on the Council to accept the adjustments. For the avoidance of doubt, the Council will not accept any new or revised prices which are clearly not an error or accidental omission from the original Tender submission. The purpose of this clause is for clarification of genuine errors or omissions.

The Council cannot enter into any negotiations on the Tender or Agreement.

2. Indicative Budget & Procurement Timetable

Truro City Council have allocated an indicative budget of circa £15,000.

Issue of Invitation to Tender	28 th January
Deadline for Receipt of Tender	25 th February
Interviews with Tenderers	From 1 st March
Tender Award	8 th March

The Council reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable.

3. Evaluation of Tenders

The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.

Each Tender will be checked for completeness and compliance with all requirements of the ITT.

During the evaluation period, the Council reserves the right to seek clarification in writing from the Tenderers, to assist it in its consideration of their Tenders.

Once all completed Tenders have been received and opened, each will then be scored using the selection criteria matrix. The applicant submitting the highest scoring Tender will then be invited to enter into an agreement with Truro City Council.

Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the following award criteria:

Criteria.

Category	Weighting	Not Acceptable	Marginal	Average	Good	Excellent	TOTAL
Experience and competence of tenderer in website development	28%	0	0	0	20	28	
Innovation demonstrated in tender	28%	0	0	14	21	28	
Tender price	42%	0	7	21	30	42	
							Final Score (Out of 100)

c. Notification

Following evaluation of the Tenders, the Council will make a decision on which, if any, Tender shall be accepted.

Any agreement award will be conditional on the Agreement being approved in accordance with the City Council's internal procedures and the Council being generally able to proceed.

4. Tender Conditions.

a. Freedom of Information Act 2000 and the Environmental Information Regulations 2004

The Council as a public body is bound by the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004

(EIR) and is committed to meeting its obligations and responsibilities under both FOIA and EIR. Accordingly, any information submitted to the Council may be subject to disclosure in response to a request under the FOIA/EIR or certain information may be included in the Council's Publication Scheme that it is required to maintain under FOIA.

If you consider any of the information included in your Tender to be commercially sensitive, please identify it by completing Schedule 5 - Commercially Sensitive Material Check List - and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

You should be aware that, even where you have indicated that information is commercially sensitive, the Council may be required to disclose it under the FOIA/EIR in response to a request where such disclosure is considered to be in the public interest. Please also note that the receipt by the Council of any material marked 'confidential' or equivalent should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking.

b. Acceptance of Tender

The Tender shall constitute an irrevocable offer to agree to produce the specified website. The successful Tenderer shall conclude an Agreement with the Council, which shall embody the Tender.

It is clearly understood that the ITT and the submission of the Tender shall not in any way bind the Council to enter into an Agreement with the Tenderer or involve the Council in any financial commitment whatsoever in this respect. The Tenderer is also advised that the Council shall not bind itself to accept the highest, or any, Tender, but at the Council's sole discretion may accept the whole or part of any Tender.

There will not be any negotiations on any of the substantive terms of the Tender Documents. Only clarification queries relating to the Tender Documents will be answered. Tenderers are specifically reminded not to submit, or make their Tender reliant on, the use of their own terms and conditions of agreement as this will invalidate their Tender.

The Tender shall remain open for acceptance for a period of 30 days from the closing date for the receipt of Tenders.

The Tenderer's attention is particularly drawn to the fact that no useful purpose is served by enquiring the result of competitive tendering. All Tenderers are notified as soon as possible.

c. Rejection of Tender

The Council will reject any Tender if:

1. the Tender is incomplete or vague, or is submitted later than the prescribed date and time;

or

- the Tender is not in accordance with the ITT and all other provisions of the Tender Documents, or is in breach of any condition contained in the ITT;

or

- any Tender in respect of which the Tenderer:
 - has directly or indirectly canvassed any official of the Council or obtained information from any other person who has been agreed to the Council concerning the award of the Agreement or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer; or
 - fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or
 - communicates to any person other than the Council the amount or approximate amount of the prices shown in the Pricing Schedule except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing; or
 - enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown or referred to by another Tenderer; or
 - offers to agree to pay to any person having direct connection with the ITT process or does pay or give any sum of money, inducement, or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender, any act or omission; or
 - in connection with the award of the Agreement commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,

shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

d. Amendment to Tender Documents

Should any additions or deletions to the Tender Documents or the provision of supplementary documentation be considered necessary prior to the date for submission of Tenders, these will be issued by the Council to Tenderers and will be deemed to then form part of the Tender Documents; the Council reserves the right to extend any date for submission of the Tenders accordingly.

e. Tenderers Responsibilities

A Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the prices and rates stated in the Pricing Schedule contained in that Tender which shall (except in so far as it is otherwise provided in the Agreement) cover all obligations under the Agreement and a Tenderer shall also be deemed to have obtained for itself all necessary information as to risks,

contingencies and any other circumstances which might reasonably influence or affect its Tender.

The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Tenderer in connection with the preparation and submission of a Tender shall be borne by the Tenderer.

Tenderers shall not contact the Council's existing provider detailed in this Invitation to Tender to request information (information that is not in the public domain) either directly or indirectly.

Please see paragraph 3.4 for more information on communicating clarifications and queries to the Council.

f. Council Representatives

No person in the Council's employ or other agent, except as so authorised by the Contact Officer, has any authority to make any representation or explanation to Tenderers as to the meaning of the Agreement or any other Tender Document, or as to anything to be done or not to be done by Tenderers or the successful Tenderer, or as to these instructions, or as to any other matter or thing, so as to bind the Council.

g. Tender Documents

The documents which constitute the Tender Documents and all copies are and shall remain the property of the Council and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the Council upon demand.

5. Tenderer's Warranties

In submitting the Tender, the Tenderer warrants and represents and undertakes to the Council that:

- it has not done any of the acts or matters referred to in paragraph 4c of this ITT and has complied in all respects with this ITT;
- all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees, officers, agents or advisers in connection with or arising out of the Tender are true, complete and accurate in all respects;
- it has made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender Documents;
- it has full power and authority to enter into the Agreement and will, if requested, produce evidence of such to the Council;
- it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited

accounts or other financial statements of the Tenderer submitted to the Council) which may adversely affect such financial standing in the future.

6. Confidentiality

The Tender 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 Tender Documents, other than on an "In Confidence" basis to those who have a legitimate need to know, or whom they need to consult for the purpose of preparing the Tender. Tenderers shall not at any time release information concerning the ITT and/or the Tender Documents for publication in the press or on radio, television, screen or any other medium. In the event of a Tender not being submitted or accepted all documents and drawings shall be returned to the Authorised Officer.

7. Publicity

Suppliers shall not undertake (or permit to be undertaken) at any time (whether prior to or after any agreement award) any publicity or activity with any section of the media in relation to this agreement award process or the Agreement other than with the prior written consent of the Council. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and E-mail accessible by the public at large and the representatives of such media.

8. Council's Warranties and Disclaimers

The fact that a Tenderer has been invited to submit a Tender does not necessarily mean that the Tenderer has completely satisfied all the Council's criteria, and the Council may require further information as appropriate and assess this as part of the Tender evaluation process.

The Tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the successful Tenderer save as expressly provided for in the Agreement and (save to the extent set out in the Agreement) no compensation or remuneration shall otherwise be payable by the Council to the Tenderer in respect of the agreement by reason of the Specification being different to that envisaged by the Tenderer or otherwise.

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. With the exception of statements made fraudulently, the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Council does not make any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisors.

Each Tenderer to whom the ITT is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Agreement.

This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other agreement. Under no circumstances shall the

Council be liable to a Tenderer in respect of any costs incurred by a Tenderer (whether directly or otherwise) in relation to the preparation or submission of a Tender.

Please contact the undersigned if you have any questions or queries.

Thank you in anticipation.

Yours Sincerely

Roger Gazzard

Town Clerk

Schedule 1 – Form of Tender

Form of Tender: **Visit Truro Website 2022**

To: Truro City Council

I/We

Carrying on business at

.....
.....
.....

fully accept the attached terms and conditions as contained in the Council’s Agreement for the production of the Visit Truro Website 2022.

I/ We hereby Tender and undertake to enter into an agreement for the production of the Visit Truro Website 2022 in accordance with the Tender Documents for the sums set out below.

Having examined the Tender Documents for the Agreement, we offer to enter the agreement in conformity, without qualification, therewith for the sum of:

£..... [Please also give the figures in words:]

.....
.....
.....

Unless and until a formal agreement is prepared and executed, the Tender, together with your written acceptance thereof, shall constitute a binding agreement between us, such agreement to be carried out under the terms and conditions contained in the ITT.

We understand you are not bound to accept the lowest Tender or any Tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender

We certify that this is a bona fide Tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done, and we undertake that we will not do at any time before the hour and date specified for the return of this Tender, any of the following acts:

- communicate to a person, other than the person calling for those Tenders, 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 any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted;
- offer or pay or give, or agree to pay or 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 for the said work, any act or thing of the sort described above.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents shall not affect the Agreement and may cause the Tender to be rejected.

I/We agree that this Tender shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of 30 days from this date.

Unless and until a formal Agreement is prepared and executed, this Tender, together with the Council's acceptance thereof in writing, shall constitute a binding Agreement between the two parties, such Agreement to be carried out under the terms and conditions contained in the ITT.

I/We certify that the details of this Tender have not been communicated to any other person, or adjusted in accordance with any agreement or arrangement, with any other person.

In this certificate, the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signed.....

Date.....

In the capacity of

Duly authorised to sign Tenders and give such certificates for and on behalf of

(In BLOCK CAPITALS)

Telephone Number

.....

Schedule 2 – Direct or Indirect Interest, Canvassing, Confidentiality

I/We hereby certify that:

To the best of my/our knowledge and belief, no person or persons who is a Councillor, Officer, Servant or Agent of the Council has any direct or indirect interest in or connection with the Tenderer.

I/We have not and will not canvass or solicit any Member, Officer or Employee of the Council in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Agreement and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.

I of hereby agree with Truro City Council (the Council) that I shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.

It is appreciated by the parties that in the event of negotiations in respect of the proposed Agreement being entered into between the Council and my organisation that it may be necessary to share information with Colleagues within my organisation. In this event, this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.

Signed.....

Date

In the capacity of

Duly authorised to sign Tenders and give such certificates for and on behalf of

(In BLOCK CAPITALS)

Telephone Number

Postal Address

To be signed, completed, and returned with Tender submission.

Schedule 3 - Certificate of Compliance - Insurance

In the matter of the proposed Agreement between the Council and

.....
(The Tenderer)

For the production of the Visit Truro website

It is hereby certified that the Tenderer is insured against any liability loss claim proceedings and costs whatsoever and whether arising under common law or statute:

In respect of personal injury to or death of any person whomsoever whether employed by the Tenderer or otherwise; and

In respect of any loss or damage whatsoever to any property real or personal including any property belonging to or in the control of the Employer; and arising out of or in the course or caused by the execution of the Agreement.

It is further certified that the insurance cover provides for Employer's Liability for not less than £1 million, and Public Liability to a minimum amount of £1 million each and every incident or accident and unlimited in respect of the Agreement.

It is further certified that the policies that meet the requirements set out herein bear endorsement indemnifying the Council as Principal.

The policies that meet the requirements set out herein;

And are due for renewal on respectively.

Signed.....

Date

In the capacity of

Duly authorised to sign Tenders and give such certificates for and on behalf of

(In BLOCK CAPITALS)

Telephone Number

Postal Address

NOTE: THIS FORM MUST NOT BE AMENDED

To be signed, completed, and returned with Tender submission.

Schedule 5 – Pricing

Tenderers are required to complete the Pricing Schedule. These costs will form the basis of the Tender submission.

All prices shall be stated in pounds sterling and exclusive of VAT.

Tenderers should cover the following costs within their submission:

Tender Price

To be completed and returned with Tender submission.

Schedule 6 – Commercially Sensitive Material Check List

COMMERCIALLY SENSITIVE DOCUMENTS NOT FOR DISCLOSURE TO THIRD PARTIES UNDER THE FREEDOM OF INFORMATION ACT 2000 (FOI) OR ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR)

To: Truro City Council
Municipal Buildings
Boscawen Street
Truro
Cornwall TR1 2NE

Agreement

Visit Truro Website 2022

Name of Organisation

The Authority may be obliged to disclose information in or relating to this Tender following a request for information under the FOI or EIR, therefore please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which are not for disclosure in respect of your tender.

Information / Document	Reference / Page No.	Reasons for Non-Disclosure (cite exemption(s) to be considered)	Duration of confidentiality

The Agreement acknowledges that the Commercially Sensitive Information listed in this Schedule is of indicative value only and the Authority may be obliged to disclose it in accordance with the Agreement pursuant to a request under the FOI or EIR. Without prejudice to the Authority's obligation to disclose information in accordance with the FOI or EIR, the Authority shall, acting reasonably, at its absolute discretion and notwithstanding any other provision in this Agreement or otherwise seek to apply the commercial interests exemption to the information/documents listed in this Schedule.

Note: To be kept with the Tender documents for consideration should a request for information under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 be received. This document can be destroyed in line with the retention and destruction schedule of the Tender documents.

Schedule 7 - Equality & Diversity Undertaking of Compliance

By signing this undertaking, you agree that your organisation will adhere to the Equality & Diversity principles set out below:

1. Your organisation will manage its responsibilities and duties relating to Equality and Diversity in accordance with and in compliance with the statutory obligations and any additional requirements contained within your Equality & Diversity Policy.
2. Your organisation will effectively communicate its Equality & Diversity Policy to all employees. This may, without limitation, include dissemination through staff Inductions, Staff Appraisals or Staff Bulletins. (If you have less than five employees you will be required to have an Equality & Diversity Statement and the same principles will still apply for communicating the Statement to all employees).
3. Your organisation will actively promote the elimination of all forms of discrimination, without limitation, by:
 - a) effectively communicating your instructions to all employees concerned with recruitment, training, and promotion activity;
 - b) establishing and enforcing guidance or policy documents that detail how your organisation embeds equality and diversity into its business culture;
 - c) ensuring the guidance and policy documents are made available to all employees, recognised trade unions or other representatives' groups of employees connected to your business;
 - d) ensuring that any recruitment advertisements or other literature disseminated by your company complies with your policies (and statute) in relation to Equality and Diversity.

By signing and returning this document, you expressly agree, where the Council at its sole discretion requests such copies, to provide within 7 days of any such Council request, copies of any relevant examples of the instructions, documents, recruitment advertisements or other literature relating to Equality & Diversity.

Signed by Business/Company

Director

Date.....

Schedule 8 – Specification/Method Statements

In order to demonstrate how you will deliver the service as detailed in the Specification, the Tenderer is required to include the following Method Statements with its Tender. Please answer all of the questions detailed below in the order in which they appear. You should clearly identify which question you are answering.

Submissions must be kept to the maximum page or word count limits detailed at the top of each section. Additional pages can be used to present information in table format, as diagrams, or to provide other documentary evidence to support your response. Extra pages cannot be used as space for extending your Method Statement response.

Only the information provided in your method statements will be taken into account. Do not assume that assessors will have any previous knowledge of your organisation, including that provided in your Pre-Qualification Questionnaire. Do not cross-reference your Method Statements. Different parties may evaluate different sections of your tender. It is important therefore that all information is provided under the appropriate heading. Duplicate your answers if necessary.

Experience and competence of Tenderer re Visit Truro website (1 Page A4)

- Please give examples of how and where the operator and his servants or agents has undertaken such work in a public setting in the past.
- Provide References or supporting statements from previous / existing clients.
- Compliance with Tendering requirements, including clear and accurate documentation.
- Are there any other comments you would wish to make in support of your Tender in relation to experience and competence, or points which you wish to declare?

The Council will take into consideration its knowledge of products, goods, and materials that have been used in the past. Are there any other comments you would wish to make in support of your Tender / quotation in relation to quality and appropriateness, attraction, or points which you wish to declare?

Annex A

