

INVITATION TO TENDER

FOR

Public relations advice and implementation

LEP REF: (LEP-PR01)

Return Date of ITT: (23rd Jul 2021 4pm)

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SECTION 1 Covering Letter

7th July 2021

Dear Sir/Madam

Invitation to Tender Ref: LEP-PRO1
Scope of Service: **Provision of Public Relations Advice and Support**

Cheshire and Warrington Local Enterprise Partnership (CWLEP), is pleased to invite you to tender for the Provision of Public Relations Advice and Support. The Invitation to Tender will open at **4pm 07/07/21**.

The tender documents comprise this ITT letter, rules of tendering and the ITT documents.

This ITT sets out the information which is required in order to assess the suitability of applicants in terms of their quality assurance processes, relationship management, pricing, service levels and innovative solutions to meet the requirements.

The successful applicant will be required to deliver services in accordance with all attached documents and the contract to be placed with the successful applicant.

The contract will be subject to the CWLEP requirements and satisfactory performance through continuous monitoring and performance review. During the contract life, the successful applicants will need to achieve continuous improvement. Failure to do so may result in the contract being terminated.

Any questions concerning this document or the tendering process should be sent to tenders@871candwep.co.uk by no later than 5pm on **15th July 2021**

If it is necessary to amend the ITT documents prior to the submission of tender proposals, or to extend the tender period, all changes will be notified on the CWLEP website.

The CWLEP reserves the right not to contract or contract only in part with any applicant.

Applicants:

- shall either destroy or return all documentation related to the tender process if the CWLEP so directs
- shall ensure that tenders are both technically and arithmetically correct. Should the CWLEP discover any arithmetical errors in the Applicant's tender prices then these shall be pointed out to the Applicant 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 CWLEP.
- Shall not alter the ITT documents. Tender proposals will be deemed to comply entirely with the terms stated therein unless the Applicant 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 additional made and agreed during the tender proposal assessment period.

The information supplied within this ITT and accompanying documents reflects the CWLEP '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 CWLEP 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 CWLEP 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 applicant;
- 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 CWLEP 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.

Applicants should complete the Tenderer Declaration Form (Appendix 1), Pricing Schedule (Appendix 2) Technical response (Appendix 3) and Standard Supplier Questionnaire (Appendix 4) as per the instructions set out in this ITT. All documents should be emailed to tenders@871candwep.co.uk

SECTION 2 – Executive Summary

The Cheshire and Warrington Local Enterprise Partnership (CWLEP) supports economic development and growth in the sub region of Cheshire and Warrington through the distribution and administration of a range of Government and European grants and funds, including the Local Growth Fund, the Growing Places Fund and Evergreen loan funds. The CWLEP also partners with organisations to deliver on an agenda for providing support for business growth and skills development and administers funding for NP11 (the group of eleven Northern Powerhouse LEPs).

We are tendering for strategic PR advice and operational PR implementation to work alongside our Director Strategy and Public Affairs, Melissa Crellin, and Nicola Said, Commercial Director. This role will report into Philip Cox / Joe Manning and work closely with our Chair, Clare Hayward. We expect the contractor to work collaboratively with the CWLEP team to provide **advice** on our communications strategy and key messages; and to **implement** that strategy through media relationships, press releases, and broadcast content. This will ensure a joined-up approach between our PR, public affairs, and marketing activity.

SECTION 3 – Requirement and Brief

1. **Work with the CWLEP and Marketing Cheshire to influence the debate on key national and regional issues.** We want to ensure that the CWLEP’s voice is heard and is influential amongst its key stakeholders in Government and business leadership. Therefore, we will require a reactive **Press Office** function to respond to requests for comment. This could include issues such as the Government’s Net Zero Strategy or proposed Levelling Up White Paper; commenting on business trends in Cheshire and Warrington; or commenting on key projects and future investment opportunities that are being delivered by partners.
2. **Advise and implement pro-active PR to communicate the CWLEP vision for economic recovery.** Our ambition is for Cheshire and Warrington to be the most sustainable, inclusive, healthiest, and growing economy in the UK. This vision is shared with our three local authorities. A key theme for CWLEP communications over 2021 will be pro-actively building support for the recovery strategy amongst those able to work with us to deliver it locally and nationally.
 - We want to ensure that the vision is communicated to **businesses and communities** within the region. This is typically achieved via radio and TV appearances, stories in the local and national press, articles in the business press and websites, and through messages delivered through our social media channels and website.
 - Marketing Cheshire is responsible for promoting Cheshire and Warrington’s **visitor economy**. As part of economic recovery for this sector, we want to showcase everything that our destination has to offer in key national, regional and local print media; and make sure that our businesses, from major attractions to small independents, have opportunities for coverage and profile.
 - We would expect regular press communications on **key CWLEP programmes** that are allowing us to play our part in delivering the vision. For example, projects funded that will be finalised in 2021/22 or ongoing business support and skills programmes.
 - We would also like to develop **business profiles and case studies** that showcase the vision, for example, the many innovative SMEs involved in the Growth Hub’s peer to peer business support network.

3. **Provide PR insight to the CWLEP and Marketing Cheshire on place marketing and investment.** The CWLEP and Marketing Cheshire will take a more pro-active approach to marketing Cheshire and Warrington as a great place to **live, work, and invest**. We are working closely with our three local authorities to develop our investment and place marketing strategy and narrative. We would want to integrate PR advice into the shaping of this strategy. This will include setting out a clear plan for platforms where we want to engage, for example, at national and international conferences to convey key messages and opportunities for investment.
4. **Advice for senior media appearances.** The contractor appointed will work closely with and directly support Clare Hayward, who took over as Chair of the CWLEP at the beginning of April 2020, and Philip Cox, the CWLEP's Chief Executive. They will also work with Joe Manning, Deputy Chief Executive of the CWLEP and Chief Executive of Marketing Cheshire. This will involve preparing ad-hoc briefings for media appearances, including key messages and lines to take.
5. This contract is expected to last for until end March 2022. It will be reviewed after 6 months at the end of January 2022 so that plans can be reassessed ahead of Financial Year 2022/23. An extension of up to 6 months may be made without a re-tender exercise.

Maximum Budget available for this activity is £40,000+ VAT

SECTION 4 – Procurement Process

4.1 Procurement Stages

This is a procurement exercise conducted in accordance with the Open **Procedure** commonly used in public sector procurement exercises.

SECTION 5 – Award Criteria

5.1 Award Criteria

The Contract will be awarded on the basis of the following weighted award criteria:

	Award Criteria	Weighting
5.1.1		
5.1.2	Price	30%
5.1.3	Technical Merit (Quality)	70%
	TOTAL	100%

The **Technical Merit** criteria is made up of the following sub-criteria:

5.1.3.1	Understanding of the brief	15%
5.1.3.2	Background and Experience of firm or individual	15%
5.1.3.3	Experience of nominated individual(s) as determined from CV (s)	15%
5.1.3.4	Quality and relevance of examples provided, including PR outcome achieved	15%
5.1.3.5	Proposed arrangements for operating the contract	10%

Tenderers may then be taken forward the final stage of an interview. This stage will be used to moderate your scores (+/- 5) at ITT stage by clarifying information provided in your company's bid.

5.2.1	Interview	Not Scored
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Technical scores from the Tender stage will then be added together to give a total **technical score out of 70%** Which will then be added to the **Price score (out of 30%) to give an overall score of 100%**.

Tenderers invited to the Interview stage will be expected to provide any equipment, consumables and suitably qualified/skilled staff required during this process free of charge.

The CWLEP reserves the right to invite other Tenderers, by rank order, to participate in the Interview stage if required.

5.3 Supplier Evaluation

The evaluation of submissions will be on the criteria listed below in **5.3.1 & 5.3.2**. The criteria will count for 100% of the overall evaluation with the relevant weightings listed next to each individual criteria stated below.

Evaluation criteria will be a combination of both financial and non-financial factors and will consider the following areas:

5.3.1 Price (30%)

The Price criteria carries a weighting of 30% of the overall achievable score. The supplier must provide an economically sound, innovative and commercially attractive proposal offering outstanding customer service and satisfaction.

Please see Appendix 2 Pricing Schedule to be completed and returned by all suppliers.

5.3.2 Technical Merit (Quality) (70%)

Quality – This criteria carries a weighting of 70% of the overall achievable score and is broken down into the following areas and respective weightings.

	<u>WEIGHTING</u>
<u>Approach</u>	
How would you approach the brief	15%
<u>Relevant Experience</u>	
Please provide background and experience of the firm, or, if not a firm, the individual contractor.	15%
Provide the CV (no more than 3 pages) of the nominated individual(s) who will act for the CWLEP account. Please confirm that any nominated individual carries out no activities for a political party.	15%
Provide specific examples (up to 6) of ongoing or completed PR engagements, including a description of the outcomes achieved. The examples should cover handling of both positive and negative PR issues relating to their client, PR used for strategic influencing, and reference material in the public domain which we can inspect.	15%
<u>Understanding</u>	
Describe how you envisage the operation of the contract, given the level of activity does not equate to a full time role yet PR activity and advice can be required “round the clock”, including arrangements for cover in case of absence for any reason.	10%

Please see Appendix 3 Supplier Technical Questions & Answer sheet to be completed and returned by all suppliers.

The information supplied will be checked for completeness and compliance before Tenders are evaluated. Failure to comply with any of the requirements or any other specified requirements might render a tender liable to disqualification.

The CWLEP 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.

NOTE: If any criteria within the specification document are classed as non-compliant the CWLEP will not be able to take your tender through to the next stage. If however you state that you are non-compliant and are able to provide an alternative solution, then this may be considered but not a guarantee that it will be accepted.

5.4 Scoring Principles

Submitted Tenders will be assessed against the above criteria and scored using the following point's system principles:

Scoring criteria	Score
Failure to respond or irrelevant information which fails to meet the requirement	0
Response is unsatisfactory/only 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 provides added value	5

5.5 Evaluation Process

Each Offer Schedule will be scored in accordance with the evaluation process stated above.

Clarifications maybe sought in writing, or by interview/presentation from the suppliers and scores adjusted accordingly. Visits to reference sites may also allow for adjustments to scores.

Full or partial proposals that in the opinion of the CWLEP are unrealistically low or not reasonable sustainable (in terms of Quality or Price) may be rejected.

The weighted scores within each sub-criteria will be added together to arrive at the total score.

5.6 Contract Term

The contract is expected to be for a period until 31st March 2022 and may be extended by a further 6 months without re-tendering.

SECTION 6 – SPECIFICATION

6. **Work with the CWLEP and Marketing Cheshire to influence the debate on key national and regional issues.** We want to ensure that the CWLEP’s voice is heard and is influential amongst its key stakeholders in Government and business leadership. Therefore, we will require a reactive **Press Office** function to respond to requests for comment. This could include issues such as the Government’s Net Zero Strategy or proposed Levelling Up White Paper; commenting on business trends in Cheshire and Warrington; or commenting on key projects and future investment opportunities that are being delivered by partners.
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 - We want to ensure that the vision is communicated to **businesses and communities** within the region. This is typically achieved via radio and TV appearances, stories in the local and national press, articles in the business press and websites, and through messages delivered through our social media channels and website.
 - Marketing Cheshire is responsible for promoting Cheshire and Warrington’s **visitor economy**. As part of economic recovery for this sector, we want to showcase everything that our destination has to offer in key national, regional and local print media; and make sure that our businesses, from major attractions to small independents, have opportunities for coverage and profile.
 - We would expect regular press communications on **key CWLEP programmes** that are allowing us to play our part in delivering the vision. For example, projects funded that will be finalised in 2021/22 or ongoing business support and skills programmes.
 - We would also like to develop **business profiles and case studies** that showcase the vision, for example, the many innovative SMEs involved in the Growth Hub’s peer to peer business support network.
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10. This contract is expected to last for until end March 2022. It will be reviewed after 6 months at the end of January 2022 so that plans can be reassessed ahead of Financial Year 2022/23.

Maximum Budget available for this activity is £40,000+ VAT

SECTION 7 – Terms For Submission of Electronic Tenders

7.1 Closing Date & Submission

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is **16:00 hours (4pm)** on Friday 23rd July, 2021 . Late submissions will not be accepted.

Submissions will only be accepted if they are returned via email to tenders@871candwep.co.uk

Proposed Timescale The proposed schedule for the procurement process is as follows. However, the dates indicated, except for the return date should be regarded as indicative at this stage as the CWLEP reserves the right to extend and / or amend the timetable as necessary. Any major changes will be discussed with potential tenderers.

Activity	Start Date	Finish Date
Invitation to Tender (ITT) Submission (via Contract Finder)	07/07/21	
Tenderers must submit questions and comments regarding tender documents (ITT)		15/07/21
The LEP responds to questions and comments via email to all tenderers		16/07/21
Tender Closes		23/07/21
Proposals evaluated		27/07/21
Virtual interviews as required		30/07/21
Bidders notified of contract award		03/08/21
Induction and scoping	04/08/21	13/08/21
Contract Period	16/08/21	31/03/22

7.3 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 CWLEP commits the CWLEP to award a contract to you or any other bidder, even if all requirements stated in the ITT are met. The CWLEP is not responsible

directly or indirectly for any costs incurred by your firm in responding to this ITT and participating in the CWLEP 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 CWLEP during the bidding process should only be with the individuals named in the letter sent from the CWLEP dated **07/07/21** as the CWLEP tender contacts. Respondents shall not offer or give any consideration of any kind to any employee or representative of the CWLEP 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 CWLEP.

7.4 Response/Return of Invitation to Tender

Please provide a response to this ITT by completing appendices the appendices listed below and providing any additional or supporting information, which you consider appropriate. In completing the ITT, please adhere to the structure contained in this document and include "Not applicable" where appropriate.

Tenderers are advised that it is **compulsory** to complete and return all of the following documents. Failure to do so will mean that your tender is not considered.

- 1. Completion of Tenderer Declaration (Appendix 1)**
- 2. Completion of the Pricing Schedule (Appendix 2)**
- 3. Completion of Supplier Response (Appendix 3)**
- 4. Completion of Standard Supplier Questionnaire (Appendix 4)**

7.5 Questions

If you have any specific questions concerning this document or the process for submission of your proposal, then please email through to: tenders@871candwep.co.uk

Only questions submitted to this email address will be answered. It would be most helpful if queries could be submitted in one email rather than piecemeal within the deadline stated in 6.2 of this document.

All responses to received and any communication from tenderers will be treated in strict confidence.

7.6 Material Misrepresentation

The CWLEP shall reply 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.

7.7 Collusive Bidding

Collusive bidding is unacceptable by the CWLEP. Any tenderer that is caught by the CWLEP 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 CWLEP 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 CWLEP 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.

7.8 TUPE

The following provisions regarding TUPE are extremely important. Please ensure that you read them carefully.

The CWLEP 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 CWLEP 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.

7.9 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.

APPENDIX 1 Form of Tender

Declaration by Tenderer ITT Title: Cheshire and Warrington LEP Provision of Public Relations Advice and Support

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:
 - as set out in the letter of invitation to tender, the specification and accompanying tender documents, samples and/or drawings.
 - under the terms and conditions indicated
 - 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 CWLEP, 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 CWLEP reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as the CWLEP may decide. the CWLEP 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 CWLEP

Authorised Signatory	
Date	
Name in BLOCK LETTERS	
Job Title	
Telephone Number	
E-mail address	

Please ensure that the form is completed and signed before being returned with any other supporting documentation requested, by the due date and time. Use the checklist to ensure that you have submitted the relevant documents.

APPENDIX 2 – PRICE SCHEDULE

Project Management			
Staff role/Name	Amount of time to be spent on project	day rate	Total
			0
			0
			0
			0
Additional costs as detailed below			
Total Tendered Price (exclusive of VAT)			0

APPENDIX 3- SUPPLIER TECHNICAL QUESTIONS & ANSWER SHEET

Please insert the questions detailed in 5.3.2

1. APPROACH (25%)

i). How would you approach the brief. 15% Maximum 750 words

ANSWER FEEDBACK

2. EXPERIENCE (25%)

**i). Background and experience of the firm or if not a firm the individual contractor 15%
Maximum 750 words**

ANSWER FEEDBACK

ii). Provide the CV (no more than 3 pages) of the nominated individual(s) who will act for the CWLEP account Please confirm that any nominated individual carries out not activities for a political party (15%)

CV can be supplied separately

iii). Provide specific examples (up to 6) of ongoing or completed PR engagements, including a description of outcomes achieved. The examples should cover handling of both positive and negative PR issues relating to their client, PR used for strategic influencing and reference material in the public domain (15%) Maximum 1000 words

ANSWER FEEDBACK, please include any links

3. UNDERSTANDING (15%)

i). Describe how you envisage the operation of the contract, given the level of activity does not equate to a full time role yet PR activity and advice can be required “round the clock” including arrangements for cover in case of absence for any reason (10%) Maximum 500 words

ANSWER FEEDBACK

APPENDIX 4 – Standard Supplier Questionnaire

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) - (i)	Registered office address (if applicable)	
1.1(b) - (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	

APPENDIX 5 – Conditions of Contract

The CWLEP SLA for the Supply of Services shall form the basis of the main terms and conditions of the contract. The successful bidder must thoroughly read, agree and comply with the Contract Terms & Conditions Agreement. This will be supplied on award of contract.