

# **Northern Ireland Seafood Trails Development**

## **Seafish**

### **Invitation to Tender (Open Procedure)**

**Issued on: 1 August 2022**

**Seafish Reference No: TD2022-004**

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Completed tenders by e-mail by the deadline (29 August 2022) to:

[sally.chamberlain@seafish.co.uk](mailto:sally.chamberlain@seafish.co.uk)

#### **Seafish**

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Tel: 0131 558 3331

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## **1. Introduction**

This document outlines Seafish's requirements for a contractor to deliver further development of the Northern Ireland Seafood Trails.

## **2. About Seafish**

Seafish is a non-departmental public body (NDPB), set up to support the UK seafood industry and help it to thrive. Seafish has a unique position, right at the heart of the industry, to work in partnership with businesses, Government and other stakeholders to make progress together. Seafish is funded by a levy on the first sale of seafood in the UK which is used to deliver research, campaigns and events, business and industry support tools, information networks and training for the seafood industry.

## **3. Background**

In order to promote the Northern Ireland seafood industry and increase domestic consumption of locally wild-caught or farmed fish and shellfish, in May 2022, Seafish launched the Northern Ireland Seafood Trails. The initiative aligned with Challenge 2 of the [Seafish Corporate Plan 2018-2021](#), to increase seafood consumption across the UK.

Through this project, 9 seafood trails were created covering 13 fishing port and harbour locations, 40+ seafood businesses and their associated communities. The trails are designed for a target audience of families, with each highlighting the sustainability, health benefits, affordability and accessibility of local seafood products. These are available to explore via a dedicated website ([www.niseafoodtrails.co.uk](http://www.niseafoodtrails.co.uk)), posters and fold-out paper trail map pamphlets which were disseminated to seafood businesses and tourist outlets across N.I. The paper trail maps were also shared with Key Stage 1-2 children via fun, interactive and educational classroom-based sessions at 10 primary schools. The NI Seafood Trails have since been promoted via a press campaign and ongoing social media (Instagram & Facebook).

## **4. Project Scope**

The NI Seafood Trails have received overwhelmingly positive feedback from seafood businesses and associated communities and there is a clear desire for further development. Supporting local seafood businesses in this way is emphasised in the scope of Seafish Challenge 2 activities as outlined in the current [Seafish Annual Plan 2022-2023](#).

The next phase of the Northern Ireland Seafood Trails project seeks to expand the current suite of 9 trails by creating 6 new seafood trails. The new trails will be included on the [niseafoodtrails.co.uk](http://niseafoodtrails.co.uk) website and disseminated as fold-out paper map pamphlets and posters and promoted via primary school visits, press releases and social media campaigns.

The overall trail design must conform with the content, style and colour palette of the existing trails and the digital format must be compatible with the existing Statamic platform web pages\*. Furthermore, press releases and social media outputs must align with the existing NI Seafood Trail brand and message. As an addition to the existing NI Seafood Trails website, an option to download a print-friendly version of each of the total 15 trail map pamphlets and activities for children is desired.

\*The appointed contractor will be required to work closely with the developers responsible for building the new website trail pages and updating the homepage map in the case of this work being sourced outside this Invitation to Tender.

## **5. Outputs**

Applicants must clearly demonstrate how the 'Essential Requirements' listed below will be delivered within the project budget and timeline. Delivery of the 'Additional requirements' listed below is desirable and should be included in the tender response where feasible:

### Essential Requirements:

- Creation of 6x new seafood trails
- Updates to niseafoodtrails.co.uk to include new trails\*
- Environmentally responsible production of fold-out paper trail maps (including pamphlet design and print)
- Environmentally responsible production of trail map posters (including design and print) (~5 copies per trail)

\*This may be delivered directly by the contractor or through working closely with a separately assigned or sub-contracted web-developer.

### Additional Requirements:

- 10x primary school visits
- Press release
- Social media campaign
- Development of trail download and print-at-home option

## **6. Timetable for Delivery**

The start date for this project is expected to be 1 October 2022 and the deadline for completion is 31 March 2023.

Please note - this project is contingent on [MFF funding](#) and as such delivery will be regulated by DAERA (Department of Agriculture, Environment & Rural Affairs).

## **7. Costs**

The tender is worth up to £60,000\* (incl. VAT) for 6 months which should cover planning, development and delivery of the proposed activity and outputs.

\*Please note - this budget is subject to the administration of grant funding and therefore the amount above is indicative and subject to change.

## **8. Responses to this Invitation to Tender**

Contractors are requested to submit a written response to this invitation to tender, providing detail of the approach to be taken, expertise, and a detailed plan specifying timescales for the project and a

clear breakdown of costs. See Appendix 2 for further information on what should be included in the written response.

## 9. Timeline of Tender process

The deadline for submitting tenders by e-mail is 29 August 2022. Submissions received after this time will not be accepted. The tender process timetable is as follows:

<b>Actions</b>	<b>Date(s)</b>
Distribution of application to tender document	1 August 2022
Last date for receipt of tender document submission	29 August 2022
Assessment of tenders received and follow up as required	September 2022
Notification of Intent to Award contract (successful applicant)	September 2022
Notification of Contract Award Decision (all applicants)	September 2022
Submission of MFF bid	September 2022
Contract commencement date if EMFF funding secured	October 2022

## 10. Awarding Criteria

We will only evaluate your tender proposal if you meet our selection criteria, which are as follows:

<b>CRITERIA</b>	<b>DESCRIPTION</b>
<b>Exclusion</b>	You have not been excluded from this competition because you are in any of the situations referred to in regulation 58 of the Public Contracts (Scotland) Regulations 2015.
<b>Economic and financial standing</b>	You can demonstrate a good financial track record over the previous 3 years, are and will continue to be a going concern, and have the required insurances. Bidding for this tender would not over-commit your economic resources.
<b>Technical and professional ability</b>	You can demonstrate experience of similar projects and have the correct tools and staff to deliver the project. Bidding for this tender would not over-commit your human resources.

We will verify that you meet the selection criteria using the answers you provide to the questions in Appendix 1.

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

<b>Selection and Awarding Criteria</b>	<b>Weighting (%)</b>
Demonstrating an understanding of project requirements	15
Your interpretation of the specification and justification of the proposed approach to meeting the project requirements, demonstrating best value for money whilst aligning with the existing NI Seafood Trails design, brand and message and demonstrating ways by which you can minimise the environmental impact of your work.	50
Relevant experience and knowledge of the Northern Ireland seafood industry	10
Longevity and potential adaptability of proposed project outputs	15
Staff availability and contingency plans should key staff become unavailable during the project	10

### **11. Contract and project management**

The contract and project will be managed by Seafish who will be responsible for ensuring the project is delivered. The project will be managed within Seafish's standard project management process. The contractor is required to submit regular monthly updates on progress to the Seafish project manager.

It is a condition of participation in this Procurement Exercise that the Tenderer accepts the Seafish Conditions of Contract included in Appendix 3.

### **12. Contact information at Seafish**

For further information on this tender and to submit completed tenders by e-mail by the deadline (29 August 2022) to: Sally Chamberlain, [sally.chamberlain@seafish.co.uk](mailto:sally.chamberlain@seafish.co.uk)

## Appendix 1: Declaration of Tenderer

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

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

- Declaration of Tenderer
- Company Information
- Pricing Schedule
- Award Questionnaire

\*I/We agree to abide by this tender from **23:59 on Sunday 26 June 2022**, the date fixed for receiving tenders, until the Award of Contract.

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

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

Signature:

Name:

Designation:

Duly authorised to sign Tenders for and on behalf of:

Name of  
Tenderer

Nature of  
Firm

Address

--

Telephone  
No

--

E-mail

--

Date

--

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



## **Appendix 2: Format of response**

Tenderers are requested to submit a response to this proposal, providing details of the approach to be taken including a breakdown of activities, their expertise relating to the project scope, project timeline and a clear breakdown of costs.

As a minimum, tenderers are required to submit a written response detailing the following:

- Name of the tenderer(s), status in the company / organisation;
- The proposed main point of contact (email and telephone number);
- Evidence of capabilities and track record in this area, including:
  - Examples of relevant projects successfully completed;
  - Overview of the team who will undertake the work, including credentials and experience.
- Explanation of how the work will be undertaken, including;
  - Overall approach to be taken and its rationale based on the project scope;
  - Breakdown of activities, deliverables and their potential legacy;
  - Timeline for undertaking the work activities
- Detailed costs under the following subheadings:
  - Fees – by activity/staff time;
  - Reporting and management fees;
  - Any other costs;
  - VAT where applicable;
  - Total.
- Explanation of any projects previously undertaken for Seafish, including point of contact at Seafish.

Completed tenders should be submitted by e-mail by the deadline to: Sally Chamberlain,  
[sally.chamberlain@seafish.co.uk](mailto:sally.chamberlain@seafish.co.uk)

### Appendix 3: Conditions of contract (for reference)

#### SUPPLIER AGREEMENT Between:

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

IT IS AGREED between the Supplier and Seafish as follows:

1. **Work** – Seafish has requested the Supplier to undertake \_\_\_\_\_, further details of which are contained in part 1 of the **Schedule** attached to this Agreement (the “**Work**”). The Supplier has agreed to undertake the Work in accordance with the terms of this Agreement.
2. **Term** - The Work will commence on \_\_\_\_\_ and will be completed by \_\_\_\_\_.
3. **Fee** - The fee for the Work will be £X,XXX exclusive of VAT at the standard rate (where applicable) and shall be payable in accordance with the payment provisions set out in part 2 of the **Schedule** attached to this Agreement. Seafish agrees to make payment within 30 days of receipt of a valid invoice. The fee set out in this clause is a fixed sum and may only be varied in accordance with the terms of this Agreement.
4. **Expenses** - All expenses (including travel costs) must be agreed in advance and will only be payable by Seafish subject to the Supplier: (a) obtaining Seafish’s prior written consent to such expenses; and (b) providing evidence to prove such expenditure.
5. **Taxes** - The Supplier shall pay all taxes and other outgoings or expenses payable in consequence of the Agreement and shall fully indemnify Seafish in respect of any demand, costs or expenses suffered by Seafish in relation to any tax or employer’s National Insurance contributions or expenses payable in respect of the Supplier, its employees, agents or permitted sub-contractors or in relation to the provision of the Work.
6. **Standard** – The Supplier agrees to undertake the Work: (a) with all reasonable skill and care and in accordance with best practice in the industry; (b) in a proper, diligent, expeditious and professional manner; and (c) in accordance with any reasonable policies or guidance supplied by Seafish.
7. **Materials** - The Supplier shall provide all materials and equipment necessary to carry out the Work.
8. **Failure** – In addition to the rights set out in clause 9, in the event that the Supplier fails to perform the Work to a satisfactory standard, Seafish may request that the Supplier remedy the failure by providing the Supplier with details of the nature of the complaint. If, after reasonable notice the complaint remains unremedied, Seafish may:
  - 8.1 suspend all further payments to the Supplier until the complaint is remedied to the reasonable satisfaction of Seafish; and/or
  - 8.2 make any or all further payments to the Supplier subject to such reasonable conditions as Seafish may specify.
9. **Termination** – Seafish may terminate the Agreement by written notice if the Supplier: (a) commits a material breach of this Agreement; (b) fails to rectify a complaint notified to it in accordance with clause 8 within a reasonable period of notice; (c) ceases to carry on business; or (d) becomes insolvent, apparently insolvent, has a receiver, manager, administrator or liquidator appointed in respect of its assets or business, or suffers any similar action.

In the event that Seafish terminates the Agreement in the manner described above, Seafish is entitled to demand immediate repayment of (in which case the Supplier shall immediately repay) the whole or part of any payments already made to the Supplier which relate to the Work which has not been satisfactorily performed.

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

#### 10. **Limits on Liability** -

- 10.1 Subject to clause 13 and the provisions of this clause 10, the aggregate liability of either party for any breach of the terms of this Agreement (including delict, tort, negligence or otherwise) shall be limited to twice the amount of the fees payable under Clause 3.
- 10.2 Subject to clause 13 and the provisions of this clause 10, neither party shall be liable to the other for any: (a) indirect, special or consequential losses or damage; or (b) loss of profit, business, or revenue; which arise out of or in connection with this Agreement.
- 10.3 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by that party's negligence or from fraudulent misrepresentation.

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

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

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

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

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

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

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

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

(Signature)

in the presence of this witness

(Full Name)

(Witness'  
Signature)

Authorised Signatory		
		(Full Name)
	(Place of Signature)	(Address)
	(Date of Signature)	
Signed for and on behalf of	by	
	(Signature)	in the presence of this witness
	(Full Name)	(Witness' Signature)
	(Position)	(Full Name)
	(Place of Signature)	(Address)
	(Date of Signature)	

**This is the Schedule referred to in the Agreement between SEA FISH INDUSTRY AUTHORITY and XXXX.**