

INVITATION TO PARTICIPATE (ITP)

BTA1993 Dynamic Purchasing System (DPS) – Commercial Partnerships & Related Services

DPS Open Period: 11 September 2023

DPS Closes: 10 September 2025

DPS advertised via Find a Tender Service and Contracts Finder

Table of Contents

SECTION 1 – INFORMATION FOR SUPPLIERS	4
1. INTRODUCTION	4
2. DYNAMIC PURCHASING SYSTEM (DPS)	4
3. DPS TERM	5
4. DPS LOTS	5
5. VALUE OF THE DPS	6
6. DPS CALL OFF PERIOD, PROCEDURE & AWARD OF CONTRACTS	6
7. INVITATION TO PARTICIPATE (ITP) DOCUMENTS	7
8. CLARIFICATIONS ABOUT THE SERVICES OR ITP	8
9. CLARIFICATIONS ABOUT THE CONTENTS OF THE SUBMISSION OR TENDER	9
10. AMENDMENTS TO THE ITP OR TENDER DOCUMENTS	9
11. TENDER TIMETABLE	9
12. NOTIFICATION OF APPOINTMENT TO DPS	10
13. ONLINE SELECTION QUESTIONNAIRE (SQ) & ITT SUBMISSION	11
14. DPS AGREEMENT	12
15. DOCUMENTS FORMING THE CONTRACT	12
16. TENDER EVALUATION MODEL & EVALUATION CRITERIA	12
17. LIST OF DOCUMENTS	13
18. CONFIDENTIALITY	13
19. FREEDOM OF INFORMATION ACT 2000	14
20. INFORMATION SHARING ACROSS GOVERNMENT	14
21. DATA PROTECTION ACT 2018	15
22. EQUAL OPPORTUNITIES	15
23. MODERN SLAVERY ACT 2015	15
24. SOCIAL VALUE	16
25. NO MARKETING RIGHTS	17

26. FURTHER INFORMATION	17
27. MESSAGES SENT THROUGH THE ATAMIS E-SOURCING PORTAL	17
28. MODIFICATION AND WITHDRAWAL OF TENDERS	18
29. ACCEPTANCE OF TENDERS	18
30. BID COSTS & EXPENSES	18
31. INDUCEMENTS	18
SECTION 2 – outline SPECIFICATION OF REQUIREMENTS (‘Specifications’) for all lots	19
1. Lot 1 – Carriers (Airlines, Ferries, Trains, Roads)	19
2. Lot 2 - Intermediaries (Online Travel Agencies, Metasearch, Tour Operators & Wholesalers)	19
3. Lot 3 - Accommodation	20
4. Lot 4 - Product (attractions, experiences, airports)	20
5. Lot 5 - Brands	21
6. Lot 6 - Inbound Operators and/or Destination Management Companies (DMCs)	21
APPENDIX A – DPS AGREEMENT	22
APPENDIX B – COLLABORATION AGREEMENT (LOTS 1 – 5 ONLY)	22
APPENDIX C – STANDARD TERMS & CONDITIONS FOR SERVICES (LOT 6 ONLY)	22
APPENDIX D – CALL-OFF AGREEMENT	22

SECTION 1 – INFORMATION FOR SUPPLIERS

1. INTRODUCTION

- 1.1 As the national tourism agency – a non-departmental public body funded by the Department for Culture, Media & Sport (DCMS), the British Tourist Authority (BTA) t/a VisitBritain plays a unique role in building England’s tourism product, raising Britain’s profile worldwide, increasing the volume and value of tourism exports and developing England and Britain’s visitor economy. Working with a wide range of partners in both the UK and overseas, our mission is to grow the volume and value of inbound tourism across the nations and regions of Britain and to develop world-class English tourism product to support our growth aspirations.
- 1.2 Further details about VisitBritain can be found on our website: <https://www.visitbritain.org>.
- 1.3 On 14 August 2023, the BTA advertised a Contract Notice in Find a Tender Service (FTS) (FTS Ref: [2023/S 000-023729](#)) and [Contracts Finder](#) its intention to establish a Dynamic Purchasing System (DPS) for Commercial Partnerships & Related Services under the Light Touch Regime, subject to limited regulations in accordance with Regulations 74 – 76 of the Public Contracts Regulations 2015. Therefore, the BTA has designed a DPS process aligned to Light Touch Regime under the Regulations.
- 1.4 The BTA previously issued an FTS Prior Information Notice (Notice Reference: [2023/S 000-009990](#)) and [Contracts Finder Notice](#) on 5 April 2023 alerting the market to this potential opportunity.

2. DYNAMIC PURCHASING SYSTEM (DPS)

- 2.1 A DPS is a completely electronic system used to purchase commonly used goods, works or services. The DPS may be divided into categories of products, works or services commonly sometimes referred to as lots:
- **Stage 1:** The first stage is concerned with setting up the DPS. Under this stage Suppliers are invited to apply for inclusion on the DPS (i.e. this Invitation to Participate). Suppliers complete and submit a response in the form of the online standard selection questionnaire (SQ), and those who meet the Selection Criteria as specified in the online SQ and who are not excluded will be admitted onto the DPS as a DPS Supplier for the Lot(s) that they have applied for.
 - **Stage 2:** The second stage is more commonly referred to as a further competition stage. Following acceptance onto the DPS, the BTA will invite all DPS Suppliers within a relevant Lot to bid for a specific Commercial Partnership or Related Services contract by issuing an Invitation to Tender (ITT) to commence a Further

Competition. Tenders will be evaluated according to the Award Criteria, that will be provided in the ITT, and a Contract awarded to the winning supplier(s).

- 2.2 In establishing this DPS, Suppliers must accept that accepts that the DPS confers no exclusivity on the Supplier and that there is no obligation on the BTA to procure any Commercial Partnership & Related Services from the Supplier, or award a Call Off Agreement to the Supplier under the DPS.

3. DPS TERM

- 3.1 The BTA is seeking to establish a DPS with Suppliers who meet the requirements of the online Selection Criteria.
- 3.2 The anticipated DPS Commencement Date is 11 September 2023, with further competitions to start from this date. The closing/expiry date of the DPS will be 10 September 2025 unless otherwise terminated earlier by the BTA.

4. DPS LOTS

- 4.1 Under Lots 1 – 5, the DPS will facilitate the creation of partnership arrangements subject to the DPS Agreement between the Awarded Supplier(s) in Lots 1 – 5 and the BTA following a Further Competition or Direct Award to generate matched funding on a 50% : 50% basis.
- 4.2 The DPS contains the following Lots:
- **Lot 1** – Carriers (Airlines, Ferries, Trains, Roads)
 - **Lot 2** - Intermediaries (Online Travel Agencies, Metasearch, Tour Operators & Wholesalers)
 - **Lot 3** – Accommodation
 - **Lot 4** - Product (attractions, experiences, airports)
 - **Lot 5** – Brands
 - **Lot 6** - Inbound Operators and/or Destination Management Companies (DMCs)
- 4.3 Lot 6 Services are considered to be ‘Related Services’ for Commercial Partnerships. Accordingly, these services are not subject to 50% : 50% match funding requirements.
- 4.4 Further details regarding the outline specification requirements for Lots 1 – 6 are shown in Section 2: Outline Specifications of Requirements (All Lots).

4.5 Suppliers are invited to provide an online SQ Submission to join all or any of the Lots as they so wish.

4.6 DPS Suppliers may, during the lifetime of the DPS:

- Request to add Lots to their online SQ Submission for the Lot(s) they are not currently appointed to (subject to submitting a revised online SQ Submission);
- Request to remove Lot(s) from their online SQ Submission for Lot(s) they are appointed to (subject to submitting a revised online SQ Submission);
- Request to leave the DPS completely.

5. VALUE OF THE DPS

5.1 The anticipated value of the requirements to be procured through the DPS is up to circa. £16.8 million over the lifetime of the DPS.

5.2 Details of value or potential future uptake is given in good faith. They should not be interpreted as an undertaking that this will be the value of the requirements and do not form part of the Contract.

5.3 Suppliers must note that spend through Lots 1 – 5 are subject to the applicable government spend control, and no guarantee is provided regarding any spend that may be submitted for approval.

6. DPS CALL OFF PERIOD, PROCEDURE & AWARD OF CONTRACTS

6.1 The DPS Call-Off Period will be for a 2 year term from 11 September 2023 to 10 September 2025, with any Call-Off Agreement durations not exceeding beyond 24 months of the DPS closing date.

6.2 The BTA shall award each Contract under this DPS following a Further Competition tendering exercise to appointed DPS Suppliers within the specified Lot(s).

6.3 All DPS Suppliers appointed to the relevant Lot(s) will be invited to take part in a Further Competition by receiving an Invitation to Tender (ITT) for a specific requirement applicable to the Lot(s) they have been appointed to.

6.4 To Call Off the required services under a specified Lot(s), the BTA will issue the Suppliers appointed to the relevant Lot(s) a clear Statement of Requirements/Specification via a Further Competition (Invitation to Tender) providing Suppliers with no less than 10 calendar days to respond.

- 6.5 Upon receiving a Further Competition request under the DPS, the Supplier must review the Statement of Requirements/Specification and (where applicable) request clarifications and/or modifications to the Statement of Requirements/Specification subject to the approval of the BTA and submit an Invitation to Tender response.
- 6.6 Subject to being identified as the Awarded Supplier, the Supplier shall accept and deliver the Call Off Agreement request in accordance with the Terms set out in the DPS Agreement (**Appendix A**), Collaboration Agreement (Lots 1 – 5 only) (**Appendix B**), Standard Terms & Conditions for Services (Lot 6 only) (**Appendix C**) and the requirements set out in the Call-Off Agreement (**Appendix D**) including any Special Terms issued by the BTA.
- 6.7 Where the BTA has appointed only one Supplier to any Lot(s), until such time additional Suppliers are appointed to the relevant Lot(s), the BTA reserves the right and shall be entitled to award a Call-Off Agreement to the Supplier on a Direct Award basis without any Further Competition.
- 6.8 The Award Criteria for all Contracts will be on the basis of the offer that is the most economically advantageous to the BTA after evaluation of the Tenders received following a Further Competition, or Direct Award as specified in 6.7 above.
- 6.9 Tenders will be evaluated according to the specific evaluation methodology applicable to the BTA's relevant ITT. Further details regarding the Award Criteria and evaluation methodology will be detailed in the specific ITT issued during the Further Competition for the individual requirement(s).

7. INVITATION TO PARTICIPATE (ITP) DOCUMENTS

- 7.1 This opportunity is being advertised in Find a Tender Service and Contracts Finder under the Light Touch Regime to establish the DPS.
- 7.2 This ITP:
- Asks Suppliers to submit their online SQ in accordance with the instructions set out in the remainder of this ITP.
 - Sets out the overall timetable and process for the procurement to Suppliers.
 - Provides Suppliers with sufficient information to enable them to submit a compliant online SQ.
 - Refers to the Selection Criteria that will be used to evaluate SQ Submissions.

- Explains the administrative arrangements for the receipt of online SQ Submissions and subsequent Tenders/Further Competitions.
- Refers to the Award Criteria that will be used to evaluate Tenders and the award of Contracts following a Further Competition.

7.3 This ITP, along with all other tender documentation, is being made available without restriction and with full direct access free of charge from the date of publication in the tender notices. It is available via VisitBritain's free-to-register Atamis eSourcing platform accessible at: <https://visitbritain.force.com/s/Welcome>.

7.4 All online SQ Submissions and subsequent Tenders must be submitted in accordance with these instructions and further instructions provided as part of the relevant Invitation to Tender/Further Competition.

8. CLARIFICATIONS ABOUT THE SERVICES OR ITP

8.1 Any clarifications relating to this ITP or an individual Invitation to Tender (ITT) should be submitted through the Atamis e-tendering portal.

8.2 The BTA will respond to all reasonable clarifications regarding ITP/ITT as soon as possible through publishing the Suppliers' questions and the BTA's response to them. Clarification responses relating to this ITP will be published on the DPS webpage displayed on the BTA's website under the document titled FAQs. Clarifications relating to individual ITTs will be published on the e-tendering portal (Clarifications Log) for that specific ITT.

8.3 If a Supplier wishes the BTA to treat a clarification as confidential and not issue the response to all potential Suppliers, it must state this when submitting the clarification. If, in the opinion of the BTA, the clarification is not confidential, the BTA will inform the Supplier who will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all potential Suppliers.

8.4 The deadline for receipt of clarifications relating to the Services or this ITP is set out in Section 11 (Tender Timetable). Suppliers are advised not to rely on communications from the BTA in respect of the Services or ITP unless they are made in accordance with these instructions.

9. CLARIFICATIONS ABOUT THE CONTENTS OF THE SUBMISSION OR TENDER

- 9.1 The BTA reserves the right (but is not obliged) to seek clarification of any aspect of a Supplier's online SQ Submission or Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation.
- 9.2 Suppliers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the online SQ Submission or Tender non-compliant.
- 9.3 Clarification requests must be undertaken via electronic means using the Atamis eSourcing portal.

10. AMENDMENTS TO THE ITP OR TENDER DOCUMENTS

- 10.1 At any time prior to the deadline for receipt of tenders, the BTA may modify the ITP or tender documents by amendments in writing.
- 10.2 The BTA may extend the deadline for tenders to allow for significant amendments to be fully assessed and taken into account.

11. TENDER TIMETABLE

- 11.1 This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Suppliers are treated equally.
- 11.2 The key dates for this procurement timetable are indicative (and may be subject to change) are as follows:

Activity	Date
DPS open (Issue of ITP and FTS & Contracts Finder Contract Notices)	14 August 2023
DPS ITP Clarifications	No deadline – clarifications may be asked at any time
Online SQ Submission Return Deadline (for Suppliers seeking early appointment to DPS)	14 August 2023 to 12:00 noon on 29 August 2023
10 day Standstill Period	29 August 2023 to 8 September 2023

Online SQ Submission Return Deadline (for Suppliers not seeking to join during initial DPS appointment period)	Anytime from 30 August 2023 to 10 September 2025
Further Competitions (ITTs) to be issued to appointed DPS Suppliers	Anytime from 11 September 2023 to 10 September 2025
DPS Closes	12:00am, 11 September 2025

11.3 Responses to this ITP must be returned in the manner prescribed under Section 13 (Online SQ & ITT Submission) before the online SQ Submission Return Deadline (i.e. at any time between the DPS open date and DPS close date). The BTA may, in its own absolute discretion reduce or extend the DPS close date and in such circumstances the BTA will notify all Suppliers and DPS Suppliers of any change. Deadline for receipt of Invitation to Tender responses for Further Competitions will be communicated to DPS Suppliers in the specific ITT.

12. NOTIFICATION OF APPOINTMENT TO DPS

12.1 Suppliers must note that Lot specific questions in the online SQ are set out on a “Pass / Fail” basis. Therefore, all questions in the online SQ contain no scored elements, with all questions automatically scored by the Atamis eSourcing portal. Only those Suppliers that ‘pass’ the requirements of the SQ and meet the Selection Criteria will be appointed to the DPS.

12.2 The time period for the evaluation of initial SQ Submissions received prior to 29 August 2023 will be on or after 29 August 2023, with the BTA notifying the Supplier of the outcome of their SQ Submission. Thereafter, and during the duration of the DPS, the BTA will inform Suppliers of the outcome of their SQ Submission within 5 - 10 working days following receipt of online SQ Submissions.

12.3 The BTA will inform unsuccessful Suppliers of the reason for their SQ Submission not being successful at the time of notifying Suppliers of the outcome of their SQ Submission. Suppliers may opt to reapply to join the DPS at any time during the term of the DPS by submitting a new or revised SQ Submission.

13. ONLINE SELECTION QUESTIONNAIRE (SQ) & ITT SUBMISSION

- 13.1 All Suppliers are required to complete the online SQ Submission via the Atamis eSourcing portal and submit their SQs to the BTA only by the Atamis eSourcing portal by the online SQ Submission Return Deadline. The Atamis eSourcing portal is accessible at <https://visitbritain.force.com/s/Welcome>. Suppliers must note that details of the SQ Selection Criteria can be found within the online SQ in the Atamis eSourcing portal.
- 13.2 Suppliers must also use the Atamis eSourcing portal to respond to any ITTs issued as part of a Further Competition.
- 13.3 The BTA may, at its absolute discretion, extend the submission period and postpone or change the Tender closing date, for any reason.
- 13.4 Further Competition Tender Responses not received by the closing time will not be considered unless there is clear evidence that the delay in receipt was beyond the control of the Supplier. If you experience any technical difficulties from accessing the above URL in section 13.1 above, please call the Atamis eSourcing portal Helpdesk on Phone: 029 2279 0052, E-mail: support@atamis.co.uk or to access the Supplier Portal User Guide: https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf.
- 13.5 Suppliers must follow the guidelines within Atamis, where you will find advice on maximum file size uploads. BTA will reject all Tenders submitted after the deadline, where a Supplier has not uploaded their ITT Response before the deadline. If a Supplier experiences technical difficulties, they should notify BTA and contact the Atamis helpdesk for advice prior to the deadline. Failure to do so may incur your tender response not being accepted.
- 13.6 Additional documents sent after any Submission deadline will also not be accepted and therefore not evaluated. No online SQs or ITT Further Competition responses will be accepted by any other means, other than through the Atamis eSourcing portal.
- 13.7 SQ Submissions, Tenders, all documents and all correspondence relating to the tender must be written in English.

14. DPS AGREEMENT

- 14.1 The draft DPS Agreement that the Authority proposes to use is attached on the Atamis eSourcing portal titled 'DPS Agreement'. By submitting an online SQ Submission, Suppliers are agreeing to be bound by the terms of this ITP and the terms of the DPS Agreement without further negotiation or amendment.
- 14.2 The BTA cannot accept any qualifications to this ITP, the DPS Agreement or any subsequent ITT.
- 14.3 A qualification is a restriction or condition which the Supplier attaches to their SQ Submission or Tender.
- 14.4 Any qualifications recorded in the submitted documentation may result in your SQ Submission or Tender being disqualified.
- 14.5 All requests for clarification on any terms and conditions within this DPS must be made in writing in accordance with Section 8 (Clarifications About the Services or ITP). The BTA will consider whether any amendment to the terms and conditions is required. Any amendments shall be published through the Clarifications Log and shall apply to all Suppliers.

15. DOCUMENTS FORMING THE CONTRACT

- 15.1 The following documents shall form part of the Contract awarded following a Further Competition between the BTA and a successful Supplier(s), made pursuant to the DPS Agreement:
- Collaboration Agreement & Appendices (Lots 1 – 5 only)
 - Standard Terms & Conditions for Services & Appendices (Lot 6 only)
 - Call-Off Agreement Terms & Conditions (including any Special Terms)
 - Supplier's Further Competition Response
- 15.2 In the event that the BTA does not receive acknowledgment from a successful DPS supplier within 2 Business Days of the decision to award the Contract to them following a Further Competition, the BTA reserves the right to award the Contract to the DPS Supplier submitting the next highest scoring bid.

16. TENDER EVALUATION MODEL & EVALUATION CRITERIA

- 16.1 The evaluation of any subsequent Tenders issued via a Further Competition will be set out and clearly stated in any subsequent Further Competition document issued by the BTA.

17. LIST OF DOCUMENTS

17.1 This section contains a list of the documents associated with BTA1993 DPS – Commercial Partnerships & Related Services:

Document Title	Reference / Location
BTA1993 Invitation to Participate (ITP) – this document	This document
BTA1993 Online Selection Questionnaire (including Selection Criteria	Atamis eSourcing portal
BTA1993 – Appendix A - DPS Agreement	Atamis eSourcing portal
BTA1993 – Appendix B – Collaboration Agreement (Lots 1 – 5 only)	Atamis eSourcing portal
BTA1993 – Appendix C – Standard Terms & Conditions for Services (Lot 6 only)	Atamis eSourcing portal
BTA1993 – Appendix D – Call Off Agreement (Template)	Atamis eSourcing portal

18. CONFIDENTIALITY

- 18.1 Information that is supplied to Suppliers as part of this procurement exercise is supplied in good faith. However, Suppliers must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Suppliers of such information, unless such information has been supplied fraudulently by the BTA or its representatives (where the meaning of fraudulently is "the making of false representation knowingly, or without belief in its truth, or recklessly").
- 18.2 All information supplied to Suppliers by the BTA in connection with this procurement exercise shall be regarded as confidential. By submitting a tender, the Supplier agrees to be bound by the obligation to preserve the confidentiality of all such information.
- 18.3 This invitation and its accompanying documents shall remain the property of the BTA and must be returned on demand.

19. FREEDOM OF INFORMATION ACT 2000

- 19.1 Any information submitted to the BTA may need to be disclosed and/or published by the BTA. Without prejudice to the foregoing generality, the BTA may disclose information in compliance with the Freedom of Information Act 2000, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the BTA to order disclosure.
- 19.2 If the Supplier considers that any of the information included in their completed ITT is commercially confidential then the Supplier shall identify it and explain (in broad terms) what harm might result from disclosure and/or publication. If required, this should be stated by the Supplier in the Tender response. It should be noted though, that even where the Supplier has indicated that information is commercially sensitive, the BTA may disclose this information where it sees fit.
- 19.3 Receipt by the BTA of any material marked 'confidential' or equivalent should not be taken to mean that the BTA accept any duty of confidence by virtue of that marking.
- 19.4 The UK Government is committed to greater data transparency in the public sector. Accordingly, the BTA reserves the right to publish its tender documents, contracts and data from invoices received and may at its discretion redact all or part of such information prior to publication. In doing so the BTA may at its absolute discretion take account of the exemptions that would be available under the Freedom of Information Act 2000.

20. INFORMATION SHARING ACROSS GOVERNMENT

- 20.1 All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- 20.2 For these purposes, the BTA may disclose within Government any of the Supplier's documentation/information (including any that the Supplier considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Supplier to the BTA during this procurement. The information will not be disclosed outside Government. Suppliers taking part in this competition consent to these terms as part of the procurement process.

21. DATA PROTECTION ACT 2018

- 21.1 The awarded Contract will be subject to the Data Protection Act (DPA) 2018 which came into force from the 25th May 2018. Suppliers should ensure they are both familiar with the new legislation and of their obligations as the Data Processor. Guidance from the Information Commissioner’s Office (ICO) is available [here](#). The BTA reserve the right to request additional evidence to undertake sufficient due diligence of any Supplier and/or Supplier to ensure they can implement the appropriate technical and organisational measures to comply with the act (i.e., provide guarantees of their ability to comply with the regulations).
- 21.2 Where applicable to the services outlined within this Invitation to Tender the draft Agreement for Services, attached at Appendix A, details the specific roles and responsibilities of the Controller, the Processor and any Sub-processors.
- 21.3 In certain circumstances, BTA (the Controller) is required to conduct a Data Protection Impact Assessment (“DPIA”) prior to any processing. A DPIA may be undertaken after contract award but prior to any processing with support from the Supplier or Supplier (the Processor), factoring in time to consult the ICO if the DPIA relates to high-risk processing.

22. EQUAL OPPORTUNITIES

- 22.1 The BTA is an equal opportunities employer and has various statutory duties to ensure that its services are delivered in a way that promotes equality and eliminates discrimination; in particular, the BTA must adhere to equality legislation.
- 22.2 The BTA also expects that the successful Supplier will promote equality, comply fully with all UK equality legislation or European equivalent, have an equalities policy and be an equal opportunities employer at all times during the DPS term and any subsequent Call Off Agreements.

23. MODERN SLAVERY ACT 2015

- 23.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with the Modern Slavery Act 2015.
- 23.2 In submitting an online SQ or Tender response, the Supplier shall:
- a) take the necessary steps to ensure that that slavery and trafficking is not taking place in any of its supply chains or in any part of the Supplier’s business;

- b) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
 - c) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the BTA from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- 23.3 The Supplier shall notify the BTA as soon as it becomes aware of any actual or suspected slavery or trafficking in a supply chain, or in the Supplier's organisation which relates to the provision of the goods, works or services as required by the BTA.

24. SOCIAL VALUE

- 24.1 The Public Services (Social Value) Act 2012 places a legal requirement on all public bodies, including arms length bodies such as Visit Britain, to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and to deliver them. These benefits are over and above the core deliverables of Contracts.
- 24.2 This procurement and resulting contract provides a means of embedding social value through enabling improvements such as community engagement, economic value and sustainable development.
- 24.3 The relevant social value themes for any Further Competition will be detailed in the relevant Specification(s).
- 24.4 To help potential suppliers in drafting their response to the ITT for social value themes, the model response guidance by the Cabinet Office can be found here: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf
- 24.5 Suppliers Social Value ITT responses will need to be contract specific and include Social Value dedicated KPIs.

25. NO MARKETING RIGHTS

- 25.1 Suppliers shall not and shall procure that their subcontractors, representatives, agents and/or advisors do not do any of the following without obtaining the prior written consent of the BTA:
- a) make a public statement or communicate in any form with the media in connection with this procurement process;
 - b) use any trademarks, logos or other intellectual property rights associated with the BTA and/or its stakeholders;
 - c) represent that the Supplier is directly or indirectly associated in any way with the BTA and/or its stakeholders or that its or their respective products and/or services are in any way endorsed by the BTA and/or its stakeholders; or
 - d) do anything or refrain from doing anything which would have an adverse effect on or embarrass the BTA and/or its stakeholders.

26. FURTHER INFORMATION

- 26.1 If you have any questions or require any clarification, please email using the messaging facility on the Atamis eSourcing portal no later than the specified Submission Deadline. Questions received after the Clarification Deadline will not be answered. Suppliers are advised that it is solely their responsibility to ensure that clarification questions do not identify their organisation.
- 26.2 Emails received outside of the Atamis eSourcing portal may be disregarded and telephone enquiries will not be accepted.

27. MESSAGES SENT THROUGH THE ATAMIS E-SOURCING PORTAL

- 27.1 Suppliers must diligently monitor the inboxes of all registered email addresses for incoming messages from the BTA throughout the tendering process and up until final contract award. The BTA is not liable for any loss or damages resulting from a Supplier overlooking email correspondence. Suppliers may be excluded from a tender process for not responding to the BTA within the stipulated timescales.
- 27.2 The BTA reserves the right to seek clarifications from Suppliers, at any time, to verify or clarify any aspects of their Tender response or other information they may have provided. Should the Supplier not provide supplementary information or clarifications to the BTA by any deadline notified to the Supplier, the Supplier's Tender response

may be rejected in full, and the Supplier may be disqualified from this procurement process.

28. MODIFICATION AND WITHDRAWAL OF TENDERS

- 28.1 The Supplier may modify the tender prior to the deadline for submission in the ITT by giving notice in writing.
- 28.2 No Tender may be modified after the deadline for submission specified in the ITT.

29. ACCEPTANCE OF TENDERS

- 29.1 By issuing this ITP, the BTA is not bound in any way and does not have to accept the lowest or any tender received following a Further Competition. The BTA reserves to itself the right at its absolute discretion to accept or not accept any ITT response submitted.

30. BID COSTS & EXPENSES

- 30.1 The BTA will not be liable for any bid costs, expenses, expenditure, work or effort incurred by a Supplier in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the BTA.

31. INDUCEMENTS

- 31.1 Offering an inducement of any kind in relation to obtaining this or any other contract with the BTA will disqualify your tender from being considered and may constitute a criminal offence.

SECTION 2 – OUTLINE SPECIFICATION OF REQUIREMENTS (‘Specifications’) FOR ALL LOTS

Commercial Partnerships

1. Lot 1 – Carriers (Airlines, Ferries, Trains, Roads)

Providing transport options to facilitate travel to and throughout Britain:

- VisitBritain’s focus across the next two years is to make Britain the destination of choice for Experience seekers in the biggest opportunity markets. We want to work with carrier/s to increase that consideration to visit Britain in the next 12-24 months and shift consumer perceptions towards seeing Britain as a welcoming, dynamic, diverse, sustainable and inclusive destination, prioritising regional and seasonal dispersal. We want to continue building back visitor spend as quickly as possible, and support the recovery of the UK tourism industry.
- Over the next 24 months we will have various opportunities to partner with a carrier/s, targeting air/sea/rail routes from key international cities, to key British gateways, delivering high impact, innovative and best in class campaigns to our Experience Seeker audience.
- Subject to applicable Government spend control approval, we estimated this budget to be £6M over the next 24 months.

2. Lot 2 - Intermediaries (Online Travel Agencies, Metasearch, Tour Operators & Wholesalers)

These suppliers allow the end user to be able to search / book tickets, packaged holidays & tours for Britain. This can be direct to consumer (B2C) or via business channels (B2B):

- VisitBritain’s focus across the next two years is to make Britain the destination of choice for Experience seekers in the biggest opportunity markets. We want to work with intermediaries to increase that consideration to visit Britain in the next 12-24 months and shift consumer perceptions towards seeing Britain as a welcoming, dynamic, diverse, sustainable and inclusive destination, prioritising regional and seasonal dispersal. We want to continue building back visitor spend as quickly as possible, and support the recovery of the UK tourism industry.
- Over the next 24 months we will have various opportunities to partner with various intermediaries in key international markets to deliver high impact, innovative and best in class campaigns to our Experience Seeker audience.
- Subject to applicable Government spend control approval, we estimated this budget to be £6M over the next 24 months.

3. Lot 3 - Accommodation

Offering overnight accommodation for holidays in Britain, e.g. hotels, holiday homes, B&B's, campsites & hostels:

- VisitBritain's focus across the next two years is to make Britain the destination of choice for Experience seekers in the biggest opportunity markets. We want to work with accommodation providers to increase that consideration to visit Britain in the next 12-24 months and shift consumer perceptions towards seeing Britain as a welcoming, dynamic, diverse, sustainable and inclusive destination, prioritising regional and seasonal dispersal. We want to continue building back visitor spend as quickly as possible, and support the recovery of the UK tourism industry.
- Over the next 24 months we will have various opportunities to partner with accommodation providers in key international markets to deliver high impact, innovative and best in class campaigns to our Experience Seeker audience.
- Subject to applicable Government spend control approval, we estimated this budget to be £1M over the next 24 months.

4. Lot 4 - Product (attractions, experiences, airports)

Facilities or services; natural, cultural or manmade attractions, facilities, activities or services that support British holidays:

- VisitBritain's focus across the next two years is to make Britain the destination of choice for Experience seekers in the biggest opportunity markets. We want to work with attractions, experiences and airports to increase that consideration to visit Britain in the next 12-24 months and shift consumer perceptions towards seeing Britain as a welcoming, dynamic, diverse, sustainable and inclusive destination, prioritising regional and seasonal dispersal. We want to continue building back visitor spend as quickly as possible, and support the recovery of the UK tourism industry.
- Over the next 24 months we will have various opportunities to partner with attractions, experiences and airports in key international markets to deliver high impact, innovative and best in class campaigns to our Experience Seeker audience.
- Subject to applicable Government spend control approval, we estimated this budget to be £2M over the next 24 months.

5. Lot 5 - Brands

Any brand (outside of tourism) where it might be mutually beneficial to partner. For example, the brand has a strong link to Britain, and audiences strongly align:

- VisitBritain's focus across the next two years is to make Britain the destination of choice for Experience seekers in the biggest opportunity markets. We want to work with relevant non-tourism brands to increase that consideration to visit Britain in the next 12-24 months and shift consumer perceptions towards seeing Britain as a welcoming, dynamic, diverse, sustainable and inclusive destination, prioritising regional and seasonal dispersal. We want to continue building back visitor spend as quickly as possible, and support the recovery of the UK tourism industry.
- Over the next 24 months we will have various opportunities to partner with various non-tourism brands in key international markets to deliver high impact, innovative and best in class campaigns to our Experience Seeker audience.
- Subject to applicable Government spend control approval, we estimated this budget to be £1M over the next 24 months.

Related Services

6. Lot 6 - Inbound Operators and/or Destination Management Companies (DMCs)

To assist with the planning and operational execution of familiarisation trips for key overseas travel trade personnel that holds positions of influence within organisations that see the UK, in the key inbound markets:

- VisitBritain's mission is to make tourism one of the most successful and productive sectors for the UK economy. One of the main facilitators for this is to actively encourage overseas visitors to holiday in Great Britain. Our role is to drive ongoing tourism recovery and growth, by continuing to build back visitor spend as quickly as possible and supporting the industry.
- Over the next 24 months VisitBritain will host educational visits to Great Britain for senior personnel and key decision makers from the most prominent and/or upcoming outbound operators, based in VisitBritain markets. These visits will serve to ensure: Great Britain continues to be featured in operator programs, new regions are discovered and experienced leading to new and further product development, opportunities for regional suppliers to meet and build 121 relationships with overseas providers.
- Subject to applicable Government spend control approval, we estimate this budget to be £800,000 over the next 24 months.

APPENDIX A – DPS AGREEMENT

(Attached as a separate document)

APPENDIX B – COLLABORATION AGREEMENT (LOTS 1 – 5 ONLY)

(Attached as a separate document)

APPENDIX C – STANDARD TERMS & CONDITIONS FOR SERVICES (LOT 6 ONLY)

(Attached as a separate document)

APPENDIX D – CALL-OFF AGREEMENT

(Attached & contained within Appendix A – DPS Agreement)