

# Invitation to Tender

**Cornwall Development Company Ltd**

**TEN: 523**

**Specialist Import/Export Related Advice Service**

**October 2021**



## **1. About Cornwall Development Company**

Cornwall Development Company (CDC) is an economic development service wholly owned by Cornwall Council (CC) and is part of the Corserv Limited Group of companies.

On behalf of CC, Cornwall & Isles of Scilly Local Enterprise Partnership (CIoSLEP) and a range of stakeholders, CDC operates the CIoS Growth Hub one of thirty-eight such organisations across England. The CIoS Growth Hub delivers a service that provides business support, diagnostic and signposting/referral services for SMEs

## **2. Background and Context**

In early 2021, the end of the EU Transition Period required a ramping up of Growth Hub activity through the deployment of additional targeted resources within each English region to make businesses aware of what support is available to operate after the EU Transition, and to improve business resilience for the end of the EU Transition Period (and the immediate period afterwards) to 31st March 2021.

As part of this programme of work the Department for Business Energy and Industrial Strategy (BEIS) secured additional Growth Hub funding for the financial year (2020-2021) which was deployed to boost the Growth Hub network's ability to play a key and proactive role.

This funding was provided for:

- Proactive outreach to business to both raise awareness of EU-exit related issues and drive them to the right sources of advice and guidance
- Provide the EU-exit related information and guidance needs of businesses approaching a Growth Hub through any channel
- Ensuring that key developments are communicated quickly and simply to those who need it
- To provide Government with access to rich information on economic impacts and business needs and concerns relating to EU Transition.

In the current financial year, the increased economic difficulty due to the COVID pandemic means businesses need increased support around similar areas of financial expertise in relation to expanding their markets into the EU and beyond. The CIOSGH will continue elements of this programme with the support of further BEIS funding to enable businesses who wish to recover and grow to access specialist support.

## **3. Business Recovery in CIOS**

Post the busy summer period, this ITT furthers the provision of specialist import and export/financial advice to enable businesses to ensure access to wider markets to aid COVID economic recovery. The service is intended to provide

related import and export support and in particular tax/paperwork advice to provide specialist, intensive support to businesses beyond the advice available through Growth Hub and delivery partners.

In addition, the allocation of core funding from BEIS provides the following business facing service to work in tandem with this support for the period up to 31 March 2022:

- 2 x Business Connectors (who work directly with businesses to broker in relevant support)
- 1x Business Navigator (to action initial enquiries from businesses via the phone)

#### **4. Specialist Recovery Related Advice Service**

Whilst the CIOs Growth Hub and other delivery partners provide general advice and business support it is evident that, in many cases, SMEs in Cornwall continue to be unaware of taxation/employment/import and export regulations and other cross-border changes that have come into effect with the UK withdrawal from the EU on 31<sup>st</sup> December 2020

As a consequence, there is a requirement for an appropriately qualified recovery related advice service to help businesses understand the changes to taxation/employment/import and export processes.

#### **5. Tender Requirements**

##### **5.1 General Requirements**

Cornwall Development Company is seeking to commission an appropriately qualified company with specific expertise in advising SMEs on import/export related taxation, employment and import and export process requirements post UK withdrawal from the EU on 31<sup>st</sup> December 2020.

The services are required from the period of contact award until 31<sup>st</sup> March 2022.

The services will be an integral part of the wider support coordinated by the CIOs Growth Hub. As a consequence, the contractor will receive referrals from the CIOs Growth Hub. The contractor will be expected to quote for the 'package' of work for each SME which will be drawn down against the overall total budget available (see section 6)

##### **5.2 Specific Requirements**

The contractor will be required to provide 'packages' of advice to SMEs regarding implications of the changes that came into effect following UK withdrawal on 31<sup>st</sup> December 2021 in the following areas as required:

- Taxation (VAT)

- Employment
- Import and export regulation
- Supply Chain

The contractor will be required to provide sector-specific advice with a focus on businesses in key sectors including, but not limited to, agriculture, fisheries and food and drink.

It is anticipated that each SME will have access of up to £2,500 of advice.

### 5.3 Reports

For the duration of the contract, the contractor will provide the CIOs Growth Hub Operations Director with weekly reports detailing:

- The number and names of the businesses being supported
- The nature of the specific EU-exit related issue for each referral
- The date and duration of contact hours for each business.

### 5.4 Recognition of UK Government Funding

This project is funded by the UK Government and to raise awareness of the opportunities it offers requires projects to actively promote and publicise that they have received investment and to acknowledge it on any publicity materials or project documentation relating to the funded activity in accordance with 'HM Government Identity Guidelines' attached at Enclosure 2

5.5 The advice to the businesses provided under this contract will constitute state aid under the UK Subsidy Control regulations.

## 6. Budget

The total budget for this commission is a maximum budget of **£30,000** including expenses (excluding VAT).

This sum must cover all the activities and expenses expected to be incurred to complete the services including all travel and subsistence, all resource time, all reporting, all planning and delivery.

## 7. Tender and commission timetable

The timescale of the project is from the date of signing the contract until 31<sup>st</sup> March 2022. The anticipated timetable for submission of the quote, completion of the project and interim tendering/contract process milestones, are set out below.

<b>Milestone</b>	<b>Date</b>
Publication of ITT on Contracts Finder	20/10/2021
Final date for receipt of clarifications	27/10/2021
Final date for response to clarifications	01/11/2021
<b>Deadline to return the ITT to CDC</b>	<b>17:00 on 8/11/2021</b>
Evaluation of ITT by CDC	10/11/2021
Successful and unsuccessful tenderers notified	12/11/2021
Signed Contract and Project inception meeting (virtual)	15/11/2021
First weekly report	22/11/2021 and then every week thereafter
All deliverables provided and contract complete	31/03/2022

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

## **8. Tender submission requirements**

Please include the following information in your Quote submission.

### **8.1 Covering letter (two sides of A4 maximum) to include:**

- 8.1.1 Contact name of a dedicated account manager for further correspondence;
- 8.1.2 That the tenderer has the resources available to meet the requirements outlined in this brief and its timelines;
- 8.1.3 That the tenderer accepts all the Terms and Conditions of the Contract as per Enclosure 1;
- 8.1.4 Conflict of interest statement (see Section 9.13);
- 8.1.5 That the tenderer will be able to meet the Corporate Requirements Section 9, to include confirmation that Equality and Diversity, Environmental and Data Protection policies are in place and, if successful, supporting documentation will be provided as evidence;
- 8.1.6 That the tenderer holds current valid insurance policies as set out in 9.3 and, if successful, supporting documentation will be provided as evidence
- 8.1.7 Confirmation that the tenderer accepts to comply with branding requirements as detailed in the attached document 'HM Government Identity Guidelines' in Enclosure 2

### **8.2. Evidence of expertise**

In order to demonstrate the ability to meet all of the requirements of Section 5.1 to 5.3 of the 'Tender Requirements';

- 8.2.1 The contractor is to provide details of the staff members that will be employed on this contract with their associated experience in either taxation, employment, import/export & supply chain that clearly demonstrates their qualification / experience to provide the necessary guidance input into the "packages" (maximum of 2 sides of A4 for each of the experience areas).
- 8.2.2 The contractor must be able to demonstrate recent experience (within the last 12 months) of delivering taxation, employment, import/export & supply chain advice to SMEs. This should be evidenced by providing one example of the provision of taxation, employment, import/export & supply chain advice of no more than one side of A4 for each example. The examples should be of similar commissions in terms of target audience and scale of knowledge transfer.
- 8.2.3 References and testimonials are required from two SME recipients for the taxation, employment, supply chain and/or import/export services provided which demonstrates an effective working relationship with the client (maximum one side of A4 per reference/testimonial)
- 8.2.4 The Tenderer should detail how they will approach the work to provide 'packages' of support to SMEs (maximum of 2 sides of A4)

### 8.3. Budget

Details of the hourly rates of the members of staff that will be used to deliver the project. Based on your approach at 8.2.4. allocate the number of hours per member of staff such that the total fee does not exceed £30,000 excluding VAT but inclusive of all other delivery costs). It is expected there will be twelve 'advice packages' at an average of £2,500 per SME.

	Team member	Activity	Hourly Rate (£)	Number of hours	Fee
Total					

### 9. Corporate requirements

CDC wishes to ensure that its contractors, suppliers and advisers comply with its corporate requirements when facilitating the delivery of its services. It is therefore necessary to ensure that the contractor can evidence their ability to meet these

requirements when providing the services under this commission. All Tenderers must be prepared to provide the evidence as stipulated in the paragraphs that follow, as requested by CDC, prior to any contract is signed.

### **9.1 Equality and Diversity**

CDC is committed to providing services in a way that promotes equality of opportunity. It is expected that the successful tenderer will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation. The tenderer will be required to provide a copy of their Equality and Diversity Policies/Practices if successful in securing this contract.

### **9.2 Environmental Policy**

CDC is committed to sustainable development and the promotion of good environmental management. It is expected that the successful tenderer will be committed to a process of improvement with regard to environmental issues. The tenderer will be required to provide a copy of their Environmental Policies/Practices if successful in securing this contract.

### **9.3 Indemnity and Insurance**

The contractor must affect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the contractor's obligations and liabilities under this contract, including but not limited to:

- Professional indemnity insurance with a limit of liability of not less than £1 million;
- Public liability insurance with a limit of liability of not less than £2 million;
- Employers liability insurance with a limit if liability of not less than £2 million

All insurances shall cover for any one occurrence or series of occurrences arising out of any one event during the performance of this contract. The tenderer will be required to provide a copy of their insurance policies if successful in securing this contract.

In addition, the contract will be subject to the following legislation:

### **9.4 Data Protection**

The contractor will comply with its obligations under Data Protection Legislation (DPL), being the UK Data Protection Legislation and the General Data Protection Regulation (GDPR) and any other directly applicable European Union legislation relating to privacy. The tenderer will be required to provide a copy of their Data Protection policy and privacy statement if successful in securing this contract.

### **9.5 Freedom of Information Legislation**

CDC may be obliged to disclose information provided by bidders in response to this tender under the Freedom of Information Act 2000 and all subordinate legislation made under this Act and the Environmental Information Regulations

2004 (Freedom of Information Legislation).

Tenderers should therefore be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. CDC will proceed on the basis of disclosure unless an appropriate exemption applies.

Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if it is in the public interest.

### **9.6 Prevention of Bribery**

Tenderers are hereby notified that CDC is subject to the regulations of the Bribery Act 2010 and therefore has a duty to ensure that all tenderers will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, this legislation.

### **9.7 Health and Safety**

The Contractor must at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements.

### **9.8 Exclusion**

CDC shall exclude the tenderer from participation in this procurement procedure where they have established or are otherwise aware that the organisation, to include administrative, management or supervisory staff that have powers of representation, decision or control of the applicant's company, has been the subject of a conviction by final judgment of one of the following reasons:

- Participation in a criminal organisation
- Corruption
- Fraud
- Terrorist offences or offences linked to terrorist activities
- Money laundering or terrorist financing
- Child labour and other forms of trafficking in human beings

### **9.9 Sub-contracting**

Tenderers should note that a consortia can submit a tender but the sub-contracting aspects of this commission must be identified within your response and cannot after appointment be altered without prior agreement with CDC. Additionally, your attention is drawn to the following paragraph in the Terms and Conditions 21.2.2. at Enclosure 1.

### **9.10 Conflicts of Interest**

Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, **please confirm within your tender submission** whether, to the best of your knowledge, there is any conflict of interest between your



organisation and CDC or its programme team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

Receipt of this statement will permit CDC to ensure that, in the event of a conflict of interest being notified or noticed, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial panel.

## 10. Tender clarifications

Any clarification queries arising from this Invitation to Tender which may have a bearing on the offer should be raised by email to Stu Anderson, Growth & Skills Hub Operations Director (stu@ciosgrowthhub.com) as soon as possible and strictly in accordance with the Tender & Commission Timetable above.

Responses to clarifications will be uploaded to Contracts Finder and will be viewable to all tenderers.

No representation by way of explanation or otherwise to persons or corporations tendering or desirous of tendering as to the meaning of the tender, contract or other tender documents or as to any other matter or thing to be done under the proposed contract shall bind CDC unless such representation is in writing and duly signed by a Director/Partner of the tenderer. All such correspondence shall be returned with the Tender Documents and shall form part of the contract.

## 11. Tender evaluation methodology

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

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

Ref 8.1 Covering Letter	
Acceptable covering letter including confirmation of the requirements detailed in 8.1	Pass/ Fail
Ref 8.2 Evidence of Expertise	
8.2.1 The contractor is to provide details of the staff members that will be employed on this contract with their associated experience in either taxation, employment or import/export that clearly demonstrates their qualification to provide the necessary guidance input into the "packages". Where certification is listed	20

<p>as contributing to an individual's expertise then copies of the certification should be provided. (maximum of 2 sides of A4 for each of the experience areas)</p> <p>8.2.2 The contractor must be able to demonstrate recent experience (within the last 12 months) of delivering taxation, employment and import/export advice to SMEs. This should be evidenced by providing one example for taxation, employment and import/export of no more than one side of A4 for each example. The examples should be of similar commissions in terms of target audience and scale of knowledge transfer.</p> <p>8.2.3 A references and testimonials are required from two SME recipients for the taxation, employment and import/export services provided which demonstrates an effective working relationship with the client (maximum one side of A4 per reference/testimonial)</p> <p>8.2.4 The Tenderer should detail how they will approach the work to provide 'packages' of support to SMEs (maximum of 2 sides of A4)</p>	<p>30 (10 per example)</p> <p>10 (5 per example)</p> <p>20</p>
Ref 8.3 Budget	
<p>8.3 The highest number of hours for the available maximum budget will be awarded the full 20 marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the highest bid i.e. Marks awarded = <math>20 \times \text{bid} / \text{highest bid}</math>.</p>	<p>20</p>

## 12. Tender assessment

Each Tender will be checked for completeness and compliance with all requirements. During the evaluation period, CDC reserves the right to seek clarification in writing from the tenderers, to assist it in its consideration of the tender.

Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria weightings detailed in the criteria table above. CDC is not bound to accept the lowest price or any tender.

CDC will not reimburse any expense incurred in preparing tender responses. Any contract award will be conditional on the Contract being approved in accordance with CDC's internal procedures and CDC being able to proceed.

The reviewer will award a percentage of the marks depending upon their assessment of the tenderer's response.

The following scoring, or graduations of such, will be used to assess the tenderer's

response.

<b>Scoring Matrix for Tender Criteria</b>		
<b>Score</b>	<b>Judgement</b>	<b>Interpretation</b>
100%	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, and resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required supporting the response.
80%	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response.
60%	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, and resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response.
40%	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, and resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
20%	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, and resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.

### **13. Tender Award**

Any contract awarded as a result of this tender process will be in accordance with the attached CDC standard terms and conditions (see Enclosure 1).

### **14. Tender returns**

Please submit the Tender document by email by **17:00 on 08/11/2021**.

Please send by email to

[tenders@cornwaldevelopmentcompany.co.uk](mailto:tenders@cornwaldevelopmentcompany.co.uk)

with the following wording in the subject box: "Tender TEN523 Specialist Import/Export Related Advice Service". Tenderers are advised to request an acknowledgement of receipt when submitting by email.

## **14. Disclaimer**

The issue of this documentation does not commit CDC to award any contract pursuant to the tender process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between CDC or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between CDC and any other party (save for a formal award of contract made in writing by or on behalf of CDC).

Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to the tenderers by CDC or any information contained in CDC's publications is supplied only for general guidance in the preparation of the tender response.

Tenderers must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by CDC for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

CDC reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

Cancellation of the procurement process (at any time) under any circumstances will not render CDC liable for any costs or expenses incurred by tenderers during the procurement process.

## **15. Enclosures**

1. Terms and Conditions over £25k
2. HM Government Identity Guidelines