

SOUTH WEST INVESTMENT GROUP (CAPITAL) LTD

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| **Invitation to Tender****for the****Provision of Loan Fund Management Services****for the****South West Loans Fund II****PART C – FORM OF TENDER****16 March 2020** |
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| OJEU Number  | TBC |

**CONTENTS**

[1 TENDER INSTRUCTIONS 3](#_Toc34991077)

[2 TENDER EVALUATION 3](#_Toc34991078)

[3 Quality CRITERIA 3](#_Toc34991079)

[4 PRICING CRITERIA 5](#_Toc34991080)

[5 COMMERCIALLY SENSITIVE INFORMATION 6](#_Toc34991081)

[6 DECLARATIONS 7](#_Toc34991082)

**ITT PART C – FORM OF TENDER AND DECLARATIONS**

**FUND MANAGER FOR THE SOUTH WEST LOANS FUND II (SWLF II)**

# TENDER INSTRUCTIONS

Please refer to Section 4 of Part A of the ITT (Instruction / Guidance for Tender Return).

# TENDER EVALUATION

Please refer to Sections 5.3 to 5.8 of Part A of the ITT (Tender Award Criteria) which include detail as to how the Quality Criteria (70%) and Commercial Criteria (30%) elements will be evaluated and scored.

# Quality CRITERIA

The assessment of the Quality Criteria will be carried out in the context of SWIGC's specification of its requirements for fund management services, as set out in Section 1 of Part A of the ITT.

The Tenderer should demonstrate how it will meet the requirements of the specification by addressing the following areas:

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|  | **Criteria** | **Weighting** |
| 1 | Please provide **CVs of the individuals** who will be actively involved in delivering the Services and who are costed into the tender. Please limit to 1 side of A4 per individual  | 20% |
| *Tenderer to complete* |
| 2A | **Investment and appraisal experience**. Please provide details of previous relevant commissions delivered and/or activity undertaken by the individuals above on marketing to customers, investment appraisals and approvals and negotiations in the Investment Phase of funds, within last three years, with an explanation as to why this is considered to be relevant For example, type of fund, knowledge of the area’s business networks, internal systems. In addition please state whether your firm has EFG accreditation. Please limit to 4 sides of A4 in total. | 35% |
| *Tenderer to complete* |
| 2B | **Realisation and Portfolio management experience**. Please provide details of previous relevant commissions delivered and/or activity undertaken by the individuals above on investment monitoring, remedial action when business are in financial difficulty and monitoring and debt collection systems. Please limit to 3 pages of A4 in total  |
| *Tenderer to complete* |
| 3A | How will you manage and realise the SWLF II? (maximum 2 A4 pages)Please include details of the systems which you propose to use; and of the proposed fund manager team members and their credentials (to the extent not covered in 1 above). | 25% |
| *Tenderer to complete* |
| 3B | Please explain how you will approach the delivery of the objectives of SWIGC (including the Targets) and detail the actions and initiatives you will take. (maximum 4 A4 pages). |
| *Tenderer to complete* |
| 3C | Please explain how you will provide investment monitoring; remedial action when businesses are in financial difficulty; and monitoring and debt collection systems? (maximum 2 A4 pages) |
| *Tenderer to complete* |
| 4 | Please confirm which FCA Permissions you have.If you do not have one or more FCA Permissions, please give the reason(s) for this and explain how your internal processes and procedures will provide a level of assurance to SWIGC equivalent to that of an FCA-authorised organisation.Please also provide a copy of your procedures for complaints, and for conflicts of interest (for information only) | 10% |
| *Tenderer to complete* |
| 5 | Please provide information to demonstrate compliance with, and familiarity and knowledge of, the EU state aid rules; the identification of SME status; and applicable requirements and processes in relation to activities relevant to the SWLF II, including those referred to in the IOGs. | 10% |
| *Tenderer to complete* |
| **Maximum Available Quality Score**  | **100%** (of 70%) |

The score for the responses to 2A and 2B above will take into account the information provided in the response to the Standard Supplier Questionnaire in relation to previous contracts, including any feedback from named referees.

# PRICING CRITERIA

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| 1 | Please provide a full breakdown and costing of proposed activity for the full contract period, on an annualised basis. This should include ALL projected costs, including a breakdown of the time and cost for each of the individuals named in section 1 above (exclusive of VAT).  |
| *Tenderer to complete* |
| 2 | Please insert your proposed fees, exclusive of VAT |
| **Element of fee** | **Percentage of total** | **Aggregate to July 2030 £** | **Notes** |
| Management fee (investment period) | 60% | *Tenderer to complete* | Paid monthly to July 2025 |
| Management fee (realisation period)[[1]](#footnote-1) | *Tenderer to complete* | Paid monthly from August 2025 to July 2030 |
| Investment Performance Fee | 20% | *Tenderer to complete* | Paid quarterly to July 2025 |
| Realisation Performance Fee | 20% | *Tenderer to complete* | Paid annually from July 2022 to July 2030 |
| **Totals** | 100% | *Tenderer to complete* | **This is the figure which will be evaluated** |
| 3 | Please confirm the extent to which you expect your fees will be subject to VAT, with an explanation if the reason for particular VAT treatment is not self-evident |
| *Tenderer to complete* |

# COMMERCIALLY SENSITIVE INFORMATION

SWIGC may be obliged to disclose information in or relating to this Tender following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Tender.

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| **Commercially Sensitive Information** |
| **Information/ Document** | **Reference/ Page no** | **Reasons for Non-Disclosure (cite exemption(s) to be considered)** | **Duration of confidentiality** |
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Notwithstanding the above, we acknowledge that SWIGC may still be obliged to disclose the Commercially Sensitive Information listed in this Table in accordance with the ITT and Contract pursuant to a request under the FOIA or EIR.

Without prejudice to SWIGC’s obligation to disclose information in accordance with the FOIA or EIR SWIGC shall, acting reasonably, at its absolute discretion and notwithstanding any other provision in this ITT or the Contract or otherwise seek to apply the commercial interests exemption to the information/documents listed in this Table.

This Table will be kept with the Tender for consideration should a request for information under the FOIA or EIR be received.

# DECLARATIONS

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he/she must have and should state that he/she has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he/she should sign and give his/her name in full together with the name under which he/she is trading.

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| We, the undersigned, having examined the ITT and Schedules, do hereby Tender and undertake to provide the Services in accordance with this ITT, Contract and attached documentation in their entirety, conformity and without qualification, to SWIGC, for the whole of the period specified in this ITT. We hereby certify that:1. We fully accept the terms and conditions as contained in the Contract and associated documentation within this ITT, including in relation to confidentiality.
2. This is a bona fide Tender intended to be competitive.
3. We confirm compliance with the requirements of the SSQ – Mandatory Exclusions
4. We confirm that we will provide reasonable evidence to SWIGC on request prior to the award of any contract, so as to verify our responses.
5. The amounts set out in our Tender have not been calculated by agreement or arrangement with any person other than SWIGC and we have not fixed or adjusted the amount of the Tender by, or under, or in accordance with, any agreement or arrangement with any other person.

We have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:1. Communicate to any person, other than SWIGC's authorised officers and agents, or adjust in accordance with any agreement or arrangement with any other person, until after the closing date for the submission of Tenders, and in any event not without the consent of SWIGC, 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.
2. Enter into any agreement or arrangement with any other person so that he/she shall refrain from Tendering.
3. Offer or pay, or give, or agree to pay, or give any sum of money or valuable consideration, directly or indirectly, to any person for doing, or having done, or causing, or having caused to be done in relation to any other Tender, or proposed Tender, for the said work any act, or thing of the sort described above.

We have not, and will not, canvass or solicit any Director, officer or employee or agent of SWIGC in connection with the preparation, submission, evaluation and award of this Tender or award or proposed award of the Contract and, to the best of our knowledge and belief, no person employed by us or acting on our behalf has done or will do such an act.To the best of our knowledge and belief, we have fully disclosed the extent to which any person or persons who is a Director, officer, servant or agent of SWIGC has any direct or indirect interest in or connection with the Tenderer. We acknowledge that, if we make or have made any such disclosure, we will comply with such directions and measures as SWIGC may request with the object of ensuring that our tender is not affected by any conflict of interest.We accept that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by SWIGC or such parts as may be specified, together with the documents attached hereto shall comprise a binding contract between us and SWIGC.We have read and understood the Contract and, if appointed, we fully accept and agree to be bound by the terms and conditions of the Contract.The insertion by us of any conditions qualifying this Tender, or any unauthorised alteration to any of the Tender Documents shall not affect the Contract and may cause the Tender to be rejected.We further undertake and it shall be a condition of the Contract, that:1. We agree not at any time to divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to us regarding this procurement.
2. We understand you are not bound to accept the lowest priced Tender or any of the Tenders you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.
3. We acknowledge that in the event the procurement process is terminated or amended by SWIGC then we will not be eligible for any bid costs or compensation for work or effort incurred.
4. In this declaration the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.
5. If this offer is accepted, we will execute such documents in the form of the Contract within 14 days of being called on to do so.

**This Tender shall remain open to be accepted or not by SWIGC and shall not be withdrawn for a period of 90 days from the Return Date for the receipt of Tenders.**We warrant that we have all requisite authority to sign this Tender and confirm that we have complied with all the requirements of the ITT. |
| **Signature** |  |
| **Name**  |  |
| **Status** |  |
| Duly authorised to sign Tenders and give such certificates for and on behalf of; Name of company, partners or consortiumAddress of company, partners or consortium |  |

**Submitted By**

**Single Contact Point Name**

**Single Contact Point Email**

**Single Contact Point Tel.**

**Single Contact Point Address**

**Date**

1. See section 5.7 of Part A of this ITT for further detail (including the requirement that the monthly fee proposed for the second period should be no less than one-quarter of the monthly fee for the first period). [↑](#footnote-ref-1)