**Invitation to tender (ITT) to provide strategic support to Marketing Cheshire pending appointment of new Managing Director**

1. **INTRODUCTION**

The Cheshire and Warrington Local Enterprise Partnership (The LEP) leads the growth of the Cheshire and Warrington economy through a powerful partnership between the private, public, and voluntary sectors to make the sub-region the UK’s healthiest, most sustainable, inclusive and growing economy. As part of the LEP, Marketing Cheshire is the sub-region’s Destination Management Organisation, responsible for positioning Cheshire as a great place to live, work, study, invest and visit, working in partnership with the sub-region’s three local authorities and tourism and hospitality businesses.

1. **PURPOSE OF THE COMMISION AND REQUIREMENTS**

Both the Chief Executive and Commercial Director of Marketing Cheshire have been promoted into more senior posts in MIDAS – Manchester’s inward investment service and in Visit England. Whilst their successors are being appointed, Marketing Cheshire requires support and leadership on a number of issues, working closely with the Chief Executive of the LEP.

This tender seeks to procure Strategic Support for Marketing Cheshire pending the appointment of a new Managing Director from a high-quality provider or providers that will deliver a service that is demonstrably focused around the needs of The LEP. It is being conducted as a below threshold open tender, with the tender documents comprising this ITT.

This ITT sets out the information which is required in order to assess the suitability of bidders in terms of their experience, suitability, approach and price to meet the requirements of The LEP. Following the conclusion of the tender exercise, the LEP may appoint more than one bidder to undertake some or all of this commission.

The successful bidder will be required to deliver services in accordance with all tender documents and the contract to be placed with the successful bidder. Tenderers are requested to study the specification in detail and ensure that the specified requirements can be met and are fully reflected in their pricing.

The contract is expected to commence on 6 March 2023, with the exact date to be agreed with the successful provider or providers. It will be awarded for an initial period of up to six months with an option to extend for a further three months depending on the satisfactory performance of the contractor(s) and progress with the recruitment of the new Managing Director. If that proceeds more quickly than expected, the LEP reserves the right to terminate the contract early, giving 30 days notice.

1. **SPECIFICATION**

The LEP is looking to the successful contractor to take responsibility for some or all of:

* **Securing Local Visitor Economy Partnership (LVEP) accreditation**

Marketing Cheshire is applying for [LVEP Accreditation](https://www.visitbritain.org/sites/default/files/vb-corporate/lvep_criteria_and_guidance_v3_december_2022.pdf) through VisitEngland as part of the implementation of the DMO review recommendations. We need support to work with the VisitEngland Regional Lead to ensure Marketing Cheshire achieves the accreditation and to develop a memorandum of understanding and growth plan that sees Marketing Cheshire continuing to grow and evolve as a leading Destination Management Organisation.

* **Oversight of Chester Visitor Information Centre**

Providing light touch support and guidance to the Manager of the Visitor Information Centre in Chester and wider team of 5 FTE. This could include provision of some support with a proposed review of visitor information services, although the timing of this is uncertain.

* **Key partner and network engagement**

Providing updates and helping to maintain relationships with the Marketing Cheshire Board, our three local authority partners and stakeholders in the Destination Chester and Destination Cheshire Networks.

* **Support and Guidance for the Marketing Cheshire team**

Real time support for the team of six responsible for delivering Marketing Cheshire’s policy and programmes, set out in the Marketing Cheshire parts of the LEP’s 2023/4 Delivery Plan. This will include providing support on operational decision making and (working alongside the Chief Executive of the LEP who will provide formal line management to the team), ensuring staff feel engaged and supported until permanent appointments are made (around 6 months).

* **Other Issues**

The LEP may also ask the successful bidder(s) to take responsibility for other issues as the need arises. These will be identified initially at the project inception meeting, but the LEP may also issue requests at other times during the life of the contract, subject to agreeing with the contractor the basis on which they will be undertaken before any new work commences.

**Budget**

We are looking for a fully inclusive price including daily rates and proposed numbers of days to deliver the contract. The maximum budget available is £8500 per month.

1. **TIMESCALES**

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Deadline for tender clarification questions | 17 February |
| Deadline for submissions | 24 February |
| Appointment of successful provider | 3 March |
| Inception meeting | 6 March |

1. **SUBMISSION REQUIREMENTS**

Bidders are required to submit tenders in an electronic format (i.e. MS Word/PDF) setting out the following:

* Introduction (maximum 500 words)
* Approach and methodology of the commission (maximum 1000 words)
* Demonstration of experience of providing similar services (maximum 1000 words)
* CVs of key personnel to be attached to the account (one A4 page summary per person)
* Financial proposal

Bidders must complete and return the Form of Tender (Appendix 1) and the Pricing Schedule (Appendix 2). All prices must be fixed and firm, include an hourly rate which can be used for any subsequent contract variation. They should be quoted in pounds sterling and exclusive of VAT. Tenders should detail any ancillary costs and expenses included in the price.

1. **EVALUATION OF TENDERS**

Each proposal will be scored against the following evaluation questions, weighted as follows:

|  |  |
| --- | --- |
| **Evaluation question** | **Score** |
| Proposed approach to the assignment | 25 |
| Experience of delivering similar assignments | 25 |
| Knowledge and expertise of staff | 25 |
| Price | 25 |
| **Total** | **100** |

Each evaluation question will be scored using the following scoring criteria:

|  |  |
| --- | --- |
| **Scoring criteria** | **Score** |
| Failure to respond or irrelevant information which fails to meet the requirement | 0 |
| Response is inadequate, significantly failing to meet the requirements | 1 |
| Response is unsatisfactory partially meets the requirement | 2 |
| Response is acceptable and meets the minimum requirement | 3 |
| Response is good - better than merely acceptable | 4 |
| Response is excellent, exceeds the requirement and gives added value | 5 |

1. **FINANCIAL ARRANGEMENTS**

Payments for services covered by this invitation to quote will be on submission of appropriate invoices, subject to The LEP’s standard payment terms. Invoicing arrangements will be agreed with the successful provider following the award of the contract.

1. **CONTRACT**

A contract will be awarded to the tenderer whose proposal is deemed to be the most economically advantageous subject to agreement on conditions of that contract. Please note that the LEP reserves the right to cancel the tender process at any time prior to a contract being entered into. The LEP is not bound to accept the lowest price or any tender submitted.

1. **FURTHER INFORMATION, QUERIES AND SUBMISSIONS**

If you have any specific questions concerning this document or the process for submission of your proposal, then please email through to: [tenders@cheshireandwarrington.com](mailto:tenders@cheshireandwarrington.com) no later than noon on **Friday 17th February**. Only questions submitted to this email address will be answered. Queries received after this date will not be accepted and will not be responded to.

It would be most helpful if queries could be submitted in one email rather than piecemeal. If any question or request for clarification is considered to be of material significance, both the question and the response may be issued for review by all potential providers in a suitably anonymous form. All communication received from potential providers will be treated in strict confidence but are subject to this paragraph.

The closing date and time for the receipt of submissions is **16:00** hours (**4pm**) on Friday 24th February. Late submissions will not be accepted.

Submissions will only be accepted if they are returned via email to [tenders@cheshireandwarrington.com](mailto:tenders@cheshireandwarrington.com) stating in the email subject which tender the submission relates to. Submissions sent by other means may not be accepted at the discretion of the Local Enterprise Partnership.

1. **TENDER PROPRIETY**

**10.1 Instructions to tenderers**

Bidders:

* Shall either destroy or return all documentation related to the tender process if The LEP so directs
* Shall ensure that tenders are both technically and arithmetically correct. Should The LEP discover any arithmetical errors in the bidder’s tender prices then these shall be pointed out to the bidder who shall immediately correct the errors or they shall be asked to withdraw its tender or hold the prices submitted, at the discretion of The LEP
* Shall not alter the ITT documents. Tender proposals will be deemed to comply entirely with the terms stated therein unless the bidder states otherwise in writing. If any alteration is made or if these instructions are not fully complied with, the tender proposal may be rejected
* Will be deemed to have satisfied themselves as to the sufficiency of their tender proposal and to have included in it all costs which may be incurred in the delivery of the services. They shall also be responsible for satisfying themselves as to the accuracy of all information associated with the contract and that all eventualities have been included

The contract will be entered into on the basis of the total tender package (inclusive of VAT) which will be included as part of the Contract Documents including any amounts or additions made and agreed during the tender proposal assessment period. The LEP reserves the right not to contract or contract only in part with any bidder.

The information supplied within this ITT and accompanying documents reflects The LEP’s current view of the services required. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:

* The LEP does not accept any liability, responsibility or duty of care to any tenderer for the adequacy, accuracy or completeness of this ITT or for anything said or done in relation to the procurement to which this ITT relates;
* The LEP does not make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any bidder;
* Nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract;
* Neither this ITT nor any information supplied by The LEP should be relied on as a promise or representation as to its future requirements;
* This ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions

The LEP reserves the right to suspend, cancel or withdraw the tender process at any time and will not be responsible for any costs incurred to potential suppliers.

# SECTION 11 – Terms and conditions of tender submissions

Please see below for the terms and conditions of this tender. Through submitting a bid on this tender, you are committing to meet and abide by these terms and conditions:

**11.1 Confidentiality and Disclaimer**

This ITT is not an offer capable of acceptance, but represents a definition of specific legal service requirements and an invitation to submit a response addressing such requirements.

Neither the issue of the ITT to you, your preparation and submission of a tender, or the subsequent receipt and evaluation of your tender by The LEP commits The LEP to award a contract to you or any other bidder, even if all requirements stated in the ITT are met. The LEP is not responsible directly or indirectly for any costs incurred by your firm in responding to this ITT and participating in The LEP’s procurement process.

All firms shall keep strictly confidential any and all information contained in this ITT, and other information or documents made available to it by or on behalf of The LEP in connection with this ITT. The firms shall not disclose, nor allow any such information to be disclosed. Submission of a formal response to this ITT will confirm your agreement to observe these confidentiality requirements.

Contact by the firms with The LEP during the bidding process should only be via the contact stated within this ITT. Respondents shall not offer or give any consideration of any kind to any employee or representative of The LEP as an inducement or reward for doing, or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with The LEP.

* 1. **Material Misrepresentation**

The LEP shall rely on the information provided by the bidder in relation to its offer. In providing the services as specified in the Invitation to Tender documents the successful bidder/tenderer shall comply with the contents of its offer as failure in this respect may constitute a material breach of contract.

* 1. **Collusive Bidding**

Collusive bidding is unacceptable to The LEP. Any tenderer that is caught by The LEP to be circumventing rules or the law during this tender process will automatically be disqualified from the tender process.

This applies to any bidder who:

**a).** Fixes or adjusts the amount of his bid by or in accordance with any agreement or arrangement with any other person, or

**b).** Communicates to any person other than The LEP the amount or approximate amount of his proposal (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender for instance) or,

**c).** Enters into any agreement or arrangement with any other person\* that he shall refrain from bidding or as to the amount of any bid to be submitted, or

**d).** Offers or agrees to pay or give, or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done in relation to any Offer or proposed Offer for the Services or any act or omission will be disqualified (without prejudice to any other civil remedies available to The LEP and without prejudice to any criminal liability which such conduct by a bidder may attract)

\*NB Sub-contracting is permissible where the bidder believes that this will enhance their proposal, however this must be clearly stated.

* 1. **Bribery**

Bribery means any offence under the Bribery Act 2010 or related Laws creating offences in relation to offering, promising or giving a bribe or requesting, agreeing to receive or receiving a bribe

The Contractor agrees with the Client that this Contract will operate on the basis of zero tolerance being shown towards any Fraud and/or Bribery. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud and Bribery by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Client and with the operation of this Contract.

* 1. **TUPE**

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

The LEP expects that TUPE will not apply to this contract.

In cases of TUPE Tenderers are advised to seek independent professional advice on the effect of TUPE. Tenderers must be prepared to accept all liabilities which may arise as a consequence of the application of TUPE, should it apply. The LEP takes no liability in regards to inaccuracy of TUPE information provided in this tender.

When submitting a Tender, Tenderers are required to include all costs relating to TUPE in their submission.

* 1. **Data Protection Act Compliance**

The successful bidder must comply with the UK General Data Protection Regulations (UK GDPR) and all applicable law concerning the processing of personal data and privacy. Full contract terms can be found within the terms and conditions (see Appendix 5).

The LEP privacy notice can be found at: <https://cheshireandwarrington.com/privacy-policy/>

**11.7 Social Value**

The LEP’s vision to be the healthiest, most sustainable, inclusive and growing economy in the UK, closely aligns to the Government’s social value priorities.

Under the Public Services (Social Value) Act 2012 the LEP must consider:

1. how what is being procured might improve the economic, social and environmental well-being of the area where it exercises its functions, and
2. how, in conducting the process of procurement, it might act with a view to securing that improvement.

In addition, the National Procurement Policy Statement ([National\_Procurement\_Policy\_Statement.pdf (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/990289/National_Procurement_Policy_Statement.pdf) sets out the following national priorities that should be considered alongside individual local priorities:

* creating new businesses, new jobs and new skills;
* tackling climate change and reducing waste, and
* improving supplier diversity, innovation and resilience.

All successful suppliers must be willing to work closely with the LEP throughout the contract duration to assist them in achieving both their vision and their social value obligations.

# APPENDIX 1 - FORM OF TENDER – TO BE COMPLETED AND RETURNED

**Declaration by Tenderer**

**ITT Title: Provide strategic support to Marketing Cheshire pending appointment of new Managing Director**

1. I, *[insert name]*, certify that I am the person duly authorised to sign tenders for and on behalf of *[insert company name],* the tenderer, and having read the documents, offer to supply the goods, services or works:

* as set out in the specification and accompanying tender documents, samples and/or drawings
* under the terms and conditions indicated
* at the price (or prices) specified in the attached tender documentation

2. It is agreed that any or other terms and conditions of contract or any caveats, assumptions, reservations or exclusions that may be printed on correspondence emanating from the tender, or any Contract resulting from this tender, shall not be applicable to this tender or agreement.

3. I certify that this is a bona fide tender and that I have not fixed or adjusted the amount of the tender by, or under, or in accordance with any agreement with any other person. I have not done, and undertake that I will not do at any time before the hour and date specified for the return of the tender, any of the following acts:

* Communicate to a person other than The LEP, the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender
* Enter into an agreement or arrangement with any other person that he/she will refrain from tendering or to the amount of any tender to be submitted
* Offer, or pay, or give, or agree to pay any sum of money or valuable consideration, directly or indirectly to any person for doing, or having done, or causing to be done in relation to any tender or proposed tender, for the said work, any act or thing of the sort described above

4. I further certify that the principles described in paragraph 3 have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with the subcontractors, suppliers or associated companies will be made on the basis of the compliance with the above principles by all parties.

5. I understand that The LEP reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as The LEP may decide. The LEP is not bound to accept the lowest or any tender.

6. I have obeyed the rules regarding confidentiality of tenders and will continue to do so as long as they apply.

7. I can confirm that I accept that any breach of any of the conditions could lead to any tender being rejected or to the rescission of the Contract by The LEP.

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

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

# APPENDIX 2 – PRICE SCHEDULE – TO BE COMPLETED AND RETURNED

**MAXIMUM MONTHLY BUDGET AVAILABLE - £8500**

**PLEASE COMPLETE THE FOLLOWING TABLE (TABLE CAN BE REPEATED IF MORE THAN ONE INDIVIDUAL)**

|  |  |
| --- | --- |
| **DAILY RATE** |  |
| **NUMBER OF DAYS PER MONTH** |  |
| **TOTAL MONTHLY PRICE** |  |

**Please provide costs exclusive of VAT (Please state if you are not VAT registered)**