

**Cheshire and Warrington
Local Enterprise Partnership**

INVITATION TO TENDER

FOR

North West Industrial Cluster Plan Delivery

23rd January 2024

THE LEP REF: CLUSTERPLANDELIVERY2024

Return Date of ITT: 9th February 2024 – 16:00 hours (4pm)

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SECTION 1 – The LEP Profile

The 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. Our ambition is to be the UK’s healthiest, most sustainable, inclusive and growing economy.

Working in collaboration with local government, businesses, educational institutes and other public, private and community sector organisations, we keep Cheshire and Warrington firmly on the map.

SECTION 2 – Scope of Procurement

This procurement exercise is being conducted as a below threshold open tender. The tender documents comprise this ITT document.

The LEP, on behalf of the North West Net Zero Hub, and the Net Zero North West industrial decarbonisation consortium, is looking to procure consultancy services from an individual or small team to put operational plans in place to set up a new industry body to co-ordinate and facilitate the delivery of the £30 billion North West Industrial Cluster Decarbonisation Plan.

This ITT sets out the information which is required in order to assess the suitability of bidders in terms of their quality assurance processes, relationship management, pricing, service levels and innovative solutions to meet the requirements of The LEP and partners for the delivery of the North West Industrial Decarbonisation Cluster Plan.

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 thus your understanding of our requirements is reflected in your Pricing Schedule return.

The contract is expected to commence in February 2024 and take approximately 9 months to complete. Following commission, the contractor will produce a project tracker for this piece of work including key reporting milestones and expected activities and regularly update this to facilitate monitoring. An interim report is expected in July 2024 to support project reporting requirements.

SECTION 3 – Specification

Overview

Cheshire & Warrington Local Enterprise Partnership (C&WLEP), on behalf of key North West and North Wales stakeholders including Net Zero North West and the North West Net Zero Hub, are looking to appoint a suitably qualified individual or small team to begin the process of building support for and establishing a co-ordination vehicle to facilitate the delivery of the North West Industrial Cluster Decarbonisation plan, taking forward the conclusions of the Opergy industrial cluster plan study. The successful tenderer will develop the business case and work programme for the new body, assess the status of the projects in the pipeline and build support and engagement amongst stakeholders for the new organisation.

The [Net Zero North West Industrial Decarbonisation Cluster Plan](#), which was funded by Innovate UK, has the overall aim of decarbonising the NW industrial cluster by 2040, with two decarbonisation routes identified, both of which offer good value for money. The preferred route relies on a broad mix of energy vectors, including hydrogen and carbon capture and storage, nuclear SMR, renewables as well as energy efficiency etc.

A recent study by Opergy and Metro Dynamics concluded that successful delivery of the plan requires a new industry body to be established to facilitate it and outlines the key functions of that body including aspects of: cluster coordination, portfolio management, attracting investment, lobbying government on regulation and policy, land use and electricity grid planning, regional/national coordination, skills and workforce development, and communication and community engagement.

The assignment will require a consultant or small team that will become an integral part of the wider North West industrial decarbonisation team. The successful consultant should ensure a consistent representative/s will be available for an agreed number of days per week throughout the assignment. This will include attendance at key meetings essential for project progression.

Scope of work

This commission involves building on the work outlined above to identify the most efficient and effective design for the future North West industrial decarbonisation cluster coordination body, to gain stakeholder buy-in to its establishment, and then to oversee its establishment/launch.

This will include:

- defining the scope of the organisation's mission.

- developing a detailed understanding of overall requirements.
- identifying and overseeing at a high-level the projects in scope within the pipeline, and their status/requirements.
- managing a wide degree of engagement to gain stakeholder buy-in to its establishment.
- clarifying and identifying the right balance of functions that deliver value to stakeholders.
- identifying the budget/resources and staffing required, including the initial CEO/Senior Leader role, to deliver these functions, or agreed initial functions, within an overall business plan.
- negotiating agreements for funding/resourcing with industry partners.
- managing match funding with identified public funding and identifying the gap and potential bids/business cases required for longer term sustainability and development.
- working with appropriate company Directors and taking papers to/through relevant boards.
- upon consensus agreement with core parties, managing the processes required to set up the new organisation.
- overseeing communications for the organisation's new/future role.
- oversee a related piece of work to design a public communications and engagement campaign.

The Team

To ensure a central driving focus for the development of this industry body the LEP is looking for this work to be undertaken by a single individual or small team of contractors,. The consultant(s) should have extensive experience and expertise in major programme delivery within industry and a good understanding of policy in the energy and/or net-zero sectors.

Budget and timescales

The budget for this work will be £90k, to be delivered over a period of c.9 months to Autumn 2024.

Programme Management

Day to day project management will be provided by Michael Wolffe, the LEP's Net Zero Programme Manager.

The successful consultant will be expected to attend monthly progress meetings as a minimum during the course of the commission and liaison via telephone and e-mail with officers and key stakeholders on a weekly basis and as necessary.

SECTION 4 – Award Criteria

4.1 Award Criteria

The Contract will be awarded on the basis of the following weighted award criteria:

	Award Criteria	Weighting
4.1.1	Conformance to Specification Submissions which do not, in the opinion of The LEP, adequately meet the Performance Specification will not be marked for the Technical Merit and Value for Money Criteria outlined below and will not be taken forward to any subsequent stages of the Tender evaluation.	PASS/FAIL
4.1.2	Technical Merit (Quality)	75%
4.1.3	Value for Money	25%
	TOTAL	100%

The **Technical Merit** criteria is made up of the following sub-criteria:

4.1.2.1	Approach and methodology for the commission	25%
4.1.2.2	Track record and experience within relevant industrial and/or energy sectors	15%
4.1.2.3	Qualifications, expertise, and relevant experience of the proposed consultant / team	20%
4.1.2.4	Approach to project management and quality assurance, including a project plan and timescale	15%

Technical scores from the Tender stage will then be added together to give a total **technical score out of 75%** which will then be added to the **Value for Money score (out of 25%) to give an overall score of 100%**.

The **Value for Money** criteria is made up of the following sub-criteria:

4.1.3.1	Please indicate any additional outputs or outcomes you anticipate as part of your delivery plan, or other considerations regarding value for money.	-
4.1.3.2	Pricing schedule	-

4.2 Supplier Evaluation

The evaluation of submissions will be on the criteria listed below in **section 4**. The criteria will count for 100% of the overall evaluation with the relevant weightings listed next to each individual criterion stated below.

Evaluation criteria will be a combination of both financial and non-financial factors and will consider the following areas:

4.2.1 Technical Merit (Quality) (75%)

Quality – **This carries a weighting of 75%** of the overall achievable score and is broken down into the following areas and respective weightings.

WEIGHTING

1. COMPANY DETAILS

i) – iv) Provide company details Information only

2. UNDERSTANDING THE BRIEF

Yes/No

3. APPROACH AND METHODOLOGY FOR THE COMMISSION

25%

i) Outline your approach to this commission, the methodology you will pursue, and what steps you anticipate will be needed to bring the industry body forward. Include your understanding of the decarbonisation path for the North West Industrial Cluster.

4. TRACK RECORD AND EXPERIENCE

15%

i) Describe your experience within relevant major industry and energy sector projects, and how this would inform your approach to the commission.

5. CREDENTIALS OF PROJECT TEAM

20%

i) Qualifications, expertise and experience of proposed consultancy team including availability for each personnel. Please include your/your teams negotiation skills and stakeholder engagement experience.

ii) CVs (Max 4 pages)

6. APPROACH TO PROJECT MANAGEMENT AND QUALITY ASSURANCE

15%

i) Describe your approach to project and relationship management, and how you will approach quality assurance for this project.

ii) Provide your project plan and the timetable for completion of this work

Please see Appendix 3 Supplier Technical Questions & Answer sheet to be completed and returned by all suppliers.

The information supplied will be checked for completeness and compliance before Tenders are evaluated. Failure to comply with any of the requirements or any other specified requirements might render a tender liable to disqualification.

NOTE: If any criteria within the specification document are classed as non-compliant The LEP will not be able to take your tender through to the next stage. If, however, you state that you are non-compliant and are able to provide an alternative solution, the LEP reserve the right to consider the alternative solution. No guarantee will be given that the alternative solution will be accepted.

4.2.2 Value for Money (25%)

The Value for Money criteria carries a weighting of 25% of the overall achievable score. The supplier must provide an economically sound and commercially attractive proposal offering outstanding customer service and satisfaction.

Please see Appendix 2 Pricing Schedule to be completed and returned by all suppliers and question 2 on Appendix 3 on Value for Money.

4.2.1.1 Prices submitted as part of this ITT must remain open for acceptance for a **minimum of 120 days** from the closing date for the receipt of offers.

4.2.1.2 Prices must be exclusive of **VAT**. Please see Appendix 2 for Pricing schedule that should be completed and returned as part of your tender response.

4.2.1.3 The contract price will be **fixed** for the duration of the contract.

4.2.1.4 Bidders must demonstrate how their proposals represent overall value for money and how they will assist The LEP with cost initiatives.

4.3 Scoring Principles

Submitted Tenders will be assessed against the above criteria and scored using the following points system principles:

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

Clarifications may be sought in writing, or by interview/presentation from the suppliers and scores adjusted accordingly. Visits to reference sites may also allow for adjustments to scores.

Full or partial proposals that in the opinion of The LEP are unrealistically low or not reasonable sustainable (in terms of Quality or Price) may be rejected.

Technical scores will be added together to give a total **technical score out of 75%** which will then be added to the **Value for Money score (out of 25%) to give an overall score of 100%**.

SECTION 5 – Submission requirements and timetable

5.1 Closing Date & Submission

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is **16:00 hours (4pm) on 9th February 2024**. Late submissions will not be accepted.

Submissions will only be accepted if they are returned via email to tenders@cheshireandwarrington.com. Bidders should not send their completed submissions to/copy in any other email address.

Tenderers are advised that it is **compulsory** to complete and return **all** of the following documents in the format provided as per the instructions of this ITT. All questions must be answered, where a question does not apply please state “Not applicable”. Failure to complete the documents in full and/or provide all documentation will result in a non-compliant tender submission and will mean that your tender is not considered.

- 1. Form of Tender Declaration (Appendix 1)**
- 2. Pricing Schedule (Appendix 2)**
- 3. Supplier Technical Questions & Answer Sheet (Appendix 3)**

5.2 Tender Queries

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 no later than **9th February 2024 at 16:00**. 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 communications received from potential providers will be treated in strict confidence but are subject to this paragraph.

5.3 Proposed Schedule of Events

The proposed schedule for the procurement process is as follows. However, the dates indicated, except for the return date should be regarded as indicative at this stage as The LEP reserves the right to extend and / or amend the timetable as necessary. Any major changes will be communicated to all potential tenderers.

Activity	Date
Invitation to Tender (ITT) Live	25th January 2024
Deadline for queries	30th January 2024

Responses to queries	1st February 2024
Tender submission deadline	9th February 2024 – 16:00
Evaluation of submissions	10th-13th February 2024
Interviews (if necessary)	14th February 2024
Bidders notified of contract award	w/c 19th February 2024
Contract to start	w/c 19th February 2024

5.4 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 6 – 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:

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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/>

6.7 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:

- a) how what is being procured might improve the economic, social and environmental well-being of the area where it exercises its functions, and
- b) 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 \(publishing.service.gov.uk\)](#)) 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.

The LEP reserve the right to incorporate social value commitments made by the supplier as part of their tender submission into the resultant final contract.

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

Declaration by Tenderer

ITT Title: North West Industrial Cluster Plan Delivery

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

Staff Broken down by role			
Staff role/Name	Amount of time to be spent on project	day rate	Total
Attendance at meetings	Number of meetings	Rate	

Travel and subsistence		
Other costs: please specify		
Total Tendered Price (exc of VAT)		

NB: The price schedule may be returned on an excel spreadsheet.

APPENDIX 3 - SUPPLIER TECHNICAL QUESTIONS & ANSWER SHEET – TO BE COMPLETED AND RETURNED

1. COMPANY DETAILS

Please provide company details within the table below:

Question number	Question	Response
1(i)	Full name of the potential supplier submitting the information	
1(ii)	Registered office address (if applicable)	
1(iii)	Registered website address (if applicable)	
1(iv)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1(v)	Date of registration in country of origin	
1(vi)	Company registration number (if applicable)	
1(vii)	Charity registration number (if applicable)	
1(viii)	Head office DUNS number (if applicable)	
1(ix)	Registered VAT number	

2. APPROACH AND METHODOLOGY FOR THE COMMISSION

25%

ii) Outline your approach to this commission, the methodology you will pursue, and what steps you anticipate will be needed to bring the industry body forward. Include your understanding of the decarbonisation path for the North West Industrial Cluster.

ANSWER FEEDBACK

3. TRACK RECORD AND EXPERIENCE

15%

i) Describe your experience within relevant major industry and energy sector projects, and how this would inform your approach to the commission.

ANSWER FEEDBACK

4. CREDENTIALS OF PROJECT TEAM

20%

i) Qualifications, expertise and experience of proposed consultancy team including availability for each personnel. Please include your/your teams negotiation skills and stakeholder engagement experience.

ANSWER FEEDBACK

ii) CVs (Max 4 pages)

ANSWER FEEDBACK

5. APPROACH TO PROJECT MANAGEMENT AND QUALITY ASSURANCE

15%

i) Describe your approach to project and relationship management, and how you will approach quality assurance for this project.

ANSWER FEEDBACK

ii) Provide your project plan and the timetable for completion of this work

ANSWER FEEDBACK

6. VALUE FOR MONEY (25%)

i). Considered alongside your pricing schedule (appendix 2), please indicate any additional outputs or outcomes you anticipate as part of your delivery plan, or other considerations regarding value for money.

ANSWER FEEDBACK

APPENDIX 4 – CONDITIONS OF CONTRACT

The LEP contract for the Supply of Services shall form the basis of the main terms and conditions of the contract (see attached document). The successful bidder must thoroughly read, agree and comply with the Contract Terms & Conditions Agreement.

Contractors Induction Checklist provided in tender documentation will form part of the contract.