INVITATION TO TENDER

FOR

NET ZERO NORTH WEST CLUSTER PLAN – MAKING THE INVESTMENT CASE

Return Date of ITT: 12:00 noon on Friday 21st May 2021.

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# SECTION 1 Covering Letter

**29.04.2021**

Dear Sir/Madam

**Scope of Service: NET ZERO NORTH WEST CLUSTER PLAN – MAKING THE INVESTMENT CASE**

Cheshire and Warrington Local Enterprise Partnership (The LEP) is pleased to invite you to tender for the NET ZERO NORTH WEST CLUSTER PLAN – MAKING THE INVESTMENT CASE. The Invitation to Tender will open **at 5 pm on** **29.04.2021.** Once open, you will have access to an electronic tender box for downloading the document “NET ZERO NORTH WEST CLUSTER PLAN – MAKING THE INVESTMENT CASE” and all associated Appendices.

The tender documents comprise this ITT letter, rules of tendering and the ITT documents.

This ITT sets out the information which is required in order to assess the suitability of applicants in terms of their quality assurance processes, relationship management, pricing, service levels and innovative solutions to meet the requirements of The LEP for the NET ZERO NORTH WEST CLUSTER PLAN – MAKING THE INVESTMENT CASE Project**.**

The successful applicant will be required to deliver services in accordance with all attached documents and the contract to be placed with the successful applicant.

The contract will be subject to The LEP’s requirements and satisfactory performance through continuous monitoring and performance review. During the contract life, the successful applicants will need to achieve continuous improvement. Failure to do so may result in the contract being terminated.

Any questions concerning this document, or the tendering process should be tenders@871candwep.co.uk by no later than **12 noon, Wednesday 12th May 2021**.

If it is necessary to amend the ITT documents prior to the submission of tender proposals, or to extend the tender period, all changes will be notified on the LEP website.

The LEP may either waive or insist on strict compliance with any requirement set out within this ITT.

The LEP reserves the right not to contract or contract only in part with any applicant.

Applicants:

* 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 Applicant’s tender prices then these shall be pointed out to the Applicant 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 Applicant 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 additional made and agreed during the tender proposal assessment period.

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 applicant;
* 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.

Applicants should complete the Tenderer Declaration Form (Appendix 1) and return with the completed proposal, as per the instructions set out in this ITT.

# SECTION 2 – Scope of Procurement

The LEP are looking to procure a piece of consultancy entitled ‘the **NET ZERO NORTH WEST (NZNW) CLUSTER PLAN – MAKING THE INVESTMENT CASE’,** which is funded via Innovate UK and overseen by a consortia of partners to develop the NZNW Cluster Plan for industrial decarbonisation**.**

The LEP are looking for consultancy servicesfrom high quality providers that deliver a service that is demonstrably focused around the needs of The Net Zero North West Cluster Plan Investment Case. Tenderers are requested to study the specification in detail and ensure that the specified requirements can be met that are stated within the document and thus your understanding of our requirements is reflected in your tender response including pricing specification.

The contract for this consultancy is expected to commence w/c 7st June 2021, with the exact dates to be agreed depending on the agreement between the successful provider and The LEP.

The LEP/consortia wishes to secure efficiencies and economies of scale by means of a procurement exercise for meeting the requirements detailed within this documentation, achieved through the **M**ost **E**conomically **A**dvantageous **T**ender submitted.

The principle benefits anticipated in this procurement include;

* Ability to maximise opportunities for best value and efficient services for a relatively high value contract.
* To allow bidders to explore efficiencies, which may be possible by suggesting innovative and cost effective solutions.

**The Contract/s will be awarded for an initial period until October 2022 with an option to extend by 50% should further work be required.**

The basis of the contract will include:

* Consultancy to deliver the investment case for the NZNW Cluster Plan
* Starting June 2021 and completing October 2022
* Inception meeting w/c 7th of June
* Delivery of initial synthesis report and 3-page graphically designed executive briefing by 30th June
* Delivery of Investment Case Draft by End-November 2021
* Delivery of Draft Final report & Presentation by End-May 2022
* Delivery of Final Report and presentation materials by End-September 2022
* Final Completion by End-October 2022
* Final handover meeting
* Monthly progress reports
* Quarterly steering group meetings
* Project Management Plan
* Stakeholder interviews as required

# SECTION 3 – NZNW Cluster Plan Profile

To help you in developing your response to our Invitation, we would like to tell you about ourselves and about our goals and values so that you can use this information to inform every aspect of your bid and tell us exactly why we should choose you to help us realise our vision.

Home to the industrial revolution, the North West is still a powerhouse of manufacturing and chemical production. Decarbonising our industry is not only vital to the UK’s net zero ambitions but is critical to safeguard and grow the high value jobs that make this region thrive.

Led by industry, Net Zero North West is driving investment into the net zero economy and post COVID-19 green recovery in the North West. Our strength lies in the unrivalled number of initiatives already happening on the ground which offer sustainable investment opportunities in net zero and will see this region become a world leader in clean growth.

The North West has all the elements required to deliver a low carbon industrial cluster by 2030. Backed by industry, by regional leaders and by business we can deliver at speed and make a real contribution to net zero targets.

The roadmap and cluster plan are important parts of the journey, setting out for the first time a coherent vision for industrial decarbonisation. We are ready to rise to the challenge and deliver long lasting benefits for the region and beyond.

Net Zero North West is aiming to develop the UK’s first low carbon industrial cluster by 2030. Led by industry the cluster is driving investment into the net zero economy and post COVID-19 green recovery. This will create at least 33,000 jobs and see over £4bn invested in the region. The cluster will make a significant contribution to the UK’s legally binding target to reach net zero carbon emissions by 2050, as well as local net zero carbon targets for Greater Manchester (2038), Liverpool City Region (2040) and Cheshire West and Chester (2045).

The Net Zero North West Cluster Plan (also known as the Cluster Plan) will set out a coherent vision for industrial decarbonisation in the North West of England and North East Wales. It will describe the investments, technologies, infrastructure changes and sequencing required to fulfil the UK’s Industrial Clusters Mission and deliver a transition to net zero. The project focuses on two key objectives:

* Establishing a low-carbon industrial cluster by 2030, by deploying anchor investment projects including HyNet hydrogen and Carbon Capture, Utilisation, and Storage (CCUS) infrastructure.
* Establishing a net zero carbon industrial cluster by 2040, underpinned by multi-vectored industrial decarbonisation solutions.

The North West boasts the largest concentration of advanced manufacturing and chemical production in the UK and is home to a concentration of energy intensive users. The region of North Cheshire alone uses 5% of UK power. The largest industries in the cluster account for over 6 million tonnes of carbon emissions per year, from diverse facilities that include oil refining, downstream processing, cement, fertiliser production, glass manufacturing, base chemicals, food manufacturing, automotive, and personal care products. Further industrial emissions are associated with other industry across the broader NW region, extending up to Lancashire and Cumbria. Several manufacturing and light industrial businesses reliant on energy intensive processes are located in business parks with the potential to employ shared infrastructure, including heat networks, smart grids and decentralised generation.

# SECTION 4 – Procurement Process

## 4.1 Procurement Stages

This is a procurement exercise conducted via a tendercommonly used in public sector procurement exercises, which may include tenderer interviews.

# SECTION 5 – Award Criteria

## 5.1 Award Criteria

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

|  |  |  |
| --- | --- | --- |
|  | **Award Criteria** | **Weighting** |
| **5.1.2** | **Price** | **20%** |
| **5.1.3** | **Quality Criteria** | **80%** |
|  | **TOTAL** | **100%** |

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

|  |  |  |
| --- | --- | --- |
| **5.1.3.1** | Approach and methodology to the commission | **20%** |
| **5.1.3.2** | Track record of undertaking similar commissions | **20%** |
| **5.1.3.3** | The proposed consultancy team, their qualifications, expertise and relevant experience | **25%** |
| **5.1.3.4** | Your approach to project management and quality assurance, including a project plan and timetable | **15%** |

Tenderers may then be taken forward the final stage of an interview. This stage will be used to moderate your scores (+/- 5) at ITT stage by clarifying information provided in your company’s bid.

## 5.2 Interview

|  |  |  |
| --- | --- | --- |
| **5.2.1** | **Interview** | **Not Scored** |

Technical scores from the Tender stage will then be added together to give a total **technical score out of** **80%** Which will then be added to the **Price score (out of 20%) to give an overall score of 100%.**

**Tenderers invited to the Interview stage will be expected to provide any equipment, consumables and suitably qualified/skilled staff required during this process free of charge.**

The LEP reserves the right to invite other Tenderers, by rank order, to participate in the Interview stage if required.

## 5.3 Supplier Evaluation

The evaluation of submissions will be on the criteria listed below in **5.3.1 & 5.3.2.** The criteria will count for 100% of the overall evaluation with the relevant weightings listed next to each individual criteria stated below.

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

### 5.3.1 Price **(20**%)

The Price criteria carries a weighting of 20% of the overall achievable score. The supplier must provide an economically sound, innovative and commercially attractive proposal offering outstanding customer service and satisfaction.

Please see Appendix 2 Pricing Schedule to be completed and returned by all suppliers. Bids returned without the pricing schedule may be disqualified.

The budget for this study has been set at a maximum of £90,000 inclusive of expenses but exclusive of VAT. All prices must be fixed and firm, quoted in pounds sterling and exclusive of VAT. Quotations should detail any ancillary costs and expenses included in the price.

A price score shall be calculated for each tender by reference to the lowest tender, which is given a points score of **100** (**20**%). One point shall be deducted from each of the other tenders for each percentage point above the lowest in accordance with the following formula:

**100** x (a / b) = score

**where -**

**a =** price of lowest Bidder

**b =** price of tender being evaluated

5.3.1.1 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.

5.3.1.2 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.

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

5.3.1.4 Contract prices applicable to any extension of the contract will be agreed by negotiation prior to that extension.

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

### 5.3.2 Technical Merit (Quality) (80%)

Quality – This criteria carries a weighting of 80% of the overall achievable score and is broken down into the following areas and respective weightings.

**WEIGHTING**

1. **Approach and methodology**   **20%**
2. **Outline your approach and methodology to the Commission** (maximum number of words: 250)
3. **Track record of undertaking similar commissions 20%**
4. **Provide three examples of similar works that you have undertaken in the past** (maximum number of words: 250)

1. **The proposed consultancy team, their qualifications,  
    expertise and relevant experience**   **25%**

**i)** **Provide an outline of the proposed consultancy team** (maximum number of words: 250)

**ii) Provide the team’s qualifications, expertise and relevant experience** (maximum number of words: 250)

1. **Approach to project management and quality assurance 15%**

**i)** **Outline your approach to project management** (maximum number of words: 250)

**ii)** **Outline your approach to quality assurance** (maximum number of words: 250)

**iii)** **Provide (attach) your project plan and timetable for completing the work and adhering to the milestones and KPIs/basis of contract**

Please see Appendix 5 Supplier Quality 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.

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.

**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, then this may be considered but there is not a guarantee that it will be accepted.**

## 5.4 Scoring Principles

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

|  |  |
| --- | --- |
| **Key** | **Performance** |
| **0** | **No Requirement Met** |
| **1** | **Meets Very Little Requirements** |
| **2** | **Meets Some Requirements** |
| **3** | **Partially Meets Requirements** |
| **4** | **Mostly Meets Requirements** |
| **5** | **Fully Meets Requirements** |

## 5.5 Evaluation Process

Each Offer Schedule will be scored in accordance with the evaluation process stated above.

Clarifications may be sought in writing, and by interview/presentation from the suppliers and scores adjusted accordingly.

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

The weighted scores within each sub-criteria will be added together to arrive at the total score.

## 5.6 Contract Term

The Contract/s will be awarded for an initial period until October 2022 with an option to extend by 50% should further work be required.

# SECTION 6 – Specification

## 6.1 Purpose of commission

Cheshire and Warrington Local Enterprise Partnership (Cheshire and Warrington LEP) is seeking to appoint consultants to support the LEP and Industrial partners in the development work for a Net Zero North West Industrial Cluster Investment Case.

The LEP is leading activity on behalf of an Industrial Consortium that will bring together the findings of technical research in order to create a formal Business Case for investment in cluster decarbonisation in the North West. In addition to the formal case the consultant will need to produce at an early stage in the Commission collateral that will allow the benefits and opportunities offered by the programme to be explained in an engaging way to Government and regional decision-makers.

### 6.1.1 Background and context

In January 2020, the government, through Innovate UK, provided funding for a number of Industrial Clusters to develop Industrial Cluster Decarbonisation Plans as part of the Industrial Decarbonisation Challenge Fund[[1]](#endnote-2)[[2]](#footnote-2). Cheshire and Warrington LEP is currently collaborating with a consortia of partners to develop a Net Zero North West Cluster Plan for the North West of England (and crossing the boundary into North Wales) along with the following organisations:

* Net Zero North West
* North West Business Leadership Team
* Peel L&P
* Progressive Energy
* Engie Services LTD
* Cadent
* Uniper UK PLC
* Growth Platform
* University of Chester
* SP Energy Networks

The Net Zero North West Cluster Plan project will articulate a range of national and local interventions, to stimulate the market for investment in low-carbon solutions, creating high value jobs, making the region an attractive place to invest.

In 2020 the partners at Phase 1[[3]](#footnote-3) carried out Industry Engagement, Research Activity, delivered a Business case recommendations report and a mapping of the wider socioeconomic benefits. They also scoped out what a detailed Strategic and Economic case for investment would need to include. Please refer to the Phase 1 cluster plan report for additional context (see footnote).

Phase 2 of the Cluster Plan began in January 2021 and will build on the evidence gathered in Phase 1, with new technical research and economic modelling across workstreams that consider energy supply, networks and industrial use. The Cluster Plan is linked to the Hynet project to supply hydrogen to Energy Intensive Industry, which has received £72M of funding from Government and partners to support all engineering and consenting activities up to a final investment decision as a Cluster Demonstration Project. This will be a key element of the wider net zero decarbonization plan. Cluster research has been scoped with a view to being synthesised into a Final NZNW Cluster Plan Report and Investment case.

## 6.2 Scope of services

The objectives of the Cluster Plan Investment Case Workstream are stated in the Phase 1 Cluster Plan Report. We are seeking to appoint suitably qualified and experienced consultants to deliver these objectives and to undertake the following activities. Also see Appendix 6 for more details.

### 6.2.1 Activity 1: Review and Synthesis

An initial intensive period of work will review the work that has been undertaken to date. The purpose is to draw together the emerging outcomes from separate workstreams to restate the strategic case for investment, and to agree the baseline assumptions that will be used to create the business case. This work will coincide with the first Cluster Plan programme milestone. The consultant will convene workstream leads to ensure that findings and conclusions are consistent, enabling final modifications to reports so that outputs are aligned. Consultants will need to take account of other specific, connected activities whilst completing the project (please refer to appendix 6). An initial synthesis report must be completed by the 30th of June. A three page graphically designed executive briefing must be produced to this same timescale.

​

### 6.2.2 Activity 2: Cluster Plan Investment Case

The Cluster Plan Business Case, which is the key output and will absorb a significant majority of the appointed consultants’ time will follow the HMT Green Book 5 case model approach. The consultant will set out the incentives necessary to deliver a core low carbon industrial cluster by 2030 in a manner that offers good value for money for the public sector. This core case will be agreed by NZNW Board and Cluster Plan Steering Group. The core case will be compared with business as usual and counterfactual cases. It will also be compared with expanded investment cases that can deliver a net zero cluster by 2040 and model the impact of variations resulting from national and regional future scenarios. (Please refer to appendix 7 for further details).

### 6.2.3 Activity 3: NZNW Cluster Plan Report

The final cluster plan report will pull together all the work undertaken across the programme, setting out in plain language the opportunities and barriers to delivery of the cluster. These will include socio-economic factors that have been mapped, and work that is being undertaken to understand the jobs and skills implications of investment in nationally significant infrastructure. A final Cluster Plan report will set out the Business Case for early investment in anchor assets in North West England and North East Wales in order to deliver a net zero industrial cluster by 2040. This will be an industry-led plan for decarbonising industrial processes over time, supported by local and national government.

### 6.2.4 Activity 4: Presentational Materials

The stakeholder community for cluster decarbonisation includes senior business leaders, local and national politicians and officials, and the general public. The presentation of report findings is to include collateral that explains the cluster decarbonisation opportunity in plain language and with graphic representations. The consultant’s first task will be to present a plan for illustrating the cluster plan to non-technical stakeholders, agreeing with the client a brief to produce high quality materials such as slide packs, schematic maps, images, infographics, timelines and charts. This will draw from branding that is available from the industry engagement workstream delivered by Net Zero North West.

## 6.3 Key deliverables

In commissioning this work, the LEP and its partners have identified the following key outcomes in summary:

1. Cluster Plan synthesis
2. Cluster Plan formal business case to meet Treasury Green Book standards
3. Final Summary Report
4. Presentations & Collateral (Interim and Final)
5. Ongoing project management by consultant to deliver the above activities.

***Please refer to appendices 6 and 7 for further details.***

# SECTION 7 – Terms For Submission of Electronic Tenders

## 7.1 Closing Date & Submission

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is 12:00 hours (12 noon) on Friday 21th May 2021. Late submissions will not be accepted.

Submissions will only be accepted if they are returned via email to [tenders@871candwep.co.uk](mailto:tenders@871candwep.co.uk)

## 7.2 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 discussed with potential tenderers.

The indicative timescales for the commission are:

|  |  |
| --- | --- |
| Issue brief for procurement | w/c 26th April 2021 |
| Deadline for clarification questions | 12 noon, Wednesday 12th May 2021 |
| Deadline for submissions | 12 Noon, Friday 21th May 2021 |
| Possible Interviews (if required) | Tuesday 1st June 2021 |
| Commencement of Contract / Inception Meeting | w/c 7th June 2021 |
| Research Synthesis & Initial Presentation Materials | 30th June 2021 |
| Investment Case Draft | End-November 2021 |
| Draft Final report & Presentation | End-May 2022 |
| Final Report and Presentation Materials | End-September 2022 |
| Completion | End-October 2022 |

## 7.3 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 with the standard email address in the letter sent from The LEP dated 29th April. 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.

## 7.4 Response/Return of Invitation to Tender

Please provide a response to this ITT by completing appendices the appendices listed below and providing any additional or supporting information, which you consider appropriate. In completing the ITT, please adhere to the structure contained in this document and include “Not applicable” where appropriate.

Tenderers are advised that it is **compulsory** to complete and return all of the following documents. Failure to do so will mean that your tender is not considered.

1. Completion of Tenderer Declaration (Appendix 1)
2. Completion of the Pricing Schedule (Appendix 2)
3. Completion of Contract Terms & Conditions Agreement Form (Appendix 4)

## 7.5 Questions

If you have any specific questions concerning this document or the process for submission of your proposal, then please email through to: [tenders@871candwep.co.uk](mailto:tenders@871candwep.co.uk)

Only questions submitted to this email address will be answered. It would be most helpful if queries could be submitted in one email rather than piecemeal within the deadline stated in 7.2 of this document.

All responses to received and any communication from tenderers will be treated in strict confidence.

## 7.6 Material Misrepresentation

The LEP shall reply 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.

## 7.7 Collusive Bidding

Collusive bidding is unaccepted by 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.

## 7.8 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.

## 7.9 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.

# APPENDIX 1 - Form of Tender

**Declaration by Tenderer**

**ITT Title:** **NET ZERO NORTH WEST CLUSTER PLAN – MAKING THE INVESTMENT CASE**

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 letter of invitation to tender, 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

|  |  |  |  |
| --- | --- | --- | --- |
| Staff Broken down by role |  |  |  |
| Staff role/Name | Amount of time to be spent on project | day rate | Total |
|  |  |  | 0 |
|  |  |  | 0 |
|  |  |  | 0 |
|  |  |  | 0 |
| Attendance at meetings | Number of meetings | Rate |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Travel and subsistence | |  |  |
| Other costs: please specify | |  |  |
|  |  |  |  |
|  |  |  |  |
| Total Tendered Price (exc of VAT) | | | 0 |

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

# APPENDIX 3 – KEY PERFORMANCE INDICATORS (KPI’S)

* Consultancy to deliver the investment case for the NZNW Cluster Plan
* Starting June 2021 and completing October 2022
* Inception meeting w/c 7th of June
* Delivery of initial synthesis report and 3-page graphically designed executive briefing by 30th June
* Delivery of Investment Case Draft by End-November 2021
* Delivery of Draft Final report & Presentation by End-May 2022
* Delivery of Final Report and presentation materials by End-September 2022
* Final Completion by End-October 2022
* Final handover meeting
* Monthly progress reports
* Quarterly steering group meetings
* Project Management Plan
* Stakeholder interviews as required

# 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.

# APPENDIX 5 - SUPPLIER TECHNICAL QUESTIONS & ANSWER SHEET

1. **Approach and methodology 20%**
2. **Outline your approach and methodology to the Commission** (max number of words: 250)

1. **Track record of undertaking similar commissions 20%**
2. **Provide three examples of similar works that you have undertaken in the past** (max number of words: 250)

1. **The proposed consultancy team, their qualifications, expertise and relevant   
   experience 25%**
2. **Provide an outline of the proposed consultancy team** (max number of words: 250)

1. **Provide the team’s qualifications, expertise and relevant experience** (max number of words: 250)
2. **Approach to project management and quality assurance 15%**
3. **Outline your approach to project management** (max number of words: 250)
4. **Outline your approach to quality assurance** (max number of words: 250)
5. **Provide (attach) your project plan and timetable for completing the work and adhering to the milestones and KPIs/basis of contract**

# Appendix 6 - Project Brief - Key Considerations

**Activity 1: Review and Synthesis**

The consultant will have full access to the research that is being undertaken as part of the Innovate UK funded Project, under a collaboration agreement that C&W LEP have entered into with partners.

* Phase 1 Research Strategic Outline Business Case Scope
* Industrial Collaboration Stakeholder Engagement
* Phase 2 Research Workpackages
* Phase 2 Innovation, Skills and Supply Chain Recommendations

The consultant will also have access to economic and technical research that is being developed by individual partners in parallel. Key reports relevant to the study are:

* Innovation, Skills and Supply Chain Recommendations - Hynet Deployment Project (UoC)
* Net Zero North West Economic Investment Prospectus, NZNW
* North West Future Energy Scenarios, Local Energy NW Hub (to be finalised May 2021)
* North West Decarbonisation Pathways, Cadent, SPEN & ENW
* The NZNW collateral
* REMINDERs: <https://www.localenergynw.org/files/resources/reminders-march-2021.pdf>

**Activity 2: Cluster Plan Investment Case**

The Phase 1 Research Strategic Outline Business Case Scope provides a basis for constructing a business case. See Appendix 7 for a summary. The full report can be made available to bidders upon request.

**Activity 3: NZNW Cluster Plan Report**

The need to transition the economy to net zero is high on the political agenda and by creating a credible cluster plan as the output of the project, the UK can show international leadership in its efforts to decarbonise industry. This will create the opportunity for decisive action by government and industry to bring forward first of a kind infrastructure to make a transformative impact.

A final Cluster Plan report will succeed by articulating why the North West of England and North East Wales is the best place to invest in anchor assets before 2030, to deliver a net zero industrial cluster by 2040. This will require an industry-led plan for decarbonising industrial processes over time, supported by local and national government.

The project will need to quantify the investment opportunity, direct/ indirect cost-benefits and ascribe a need for Government revenue support regimes. It will also demonstrate the role that investment in industrial decarbonisation will make to economic growth after short-term COVID-19 recovery activity. In terms of delivering a holistic and cohesive plan for industrial decarbonisation, the project’s criteria for success includes but is not limited to:

· Alignment with national & local policy

· Engagement with Industry with viewpoints summarised after industry events

· Innovation in systems integration and technology solutions

The Net Zero North West Cluster Plan project will articulate a range of national and local interventions, to stimulate the market for investment in low-carbon solutions, creating high value jobs, making the region an attractive place to invest. A CCUS and hydrogen supply network of the scale planned will be world leading and position the North West of England and North East Wales at the forefront of industrial decarbonisation globally.

# Appendix 7 - Cluster Investment Case

**Cluster Investment Case**

Once the initial research phase is completed, a unified implementation plan will be commissioned. This will apply a green-book methodology to the strategic outline case for investment in shortlisted solutions to demonstrate which particular configurations of investments would be most economic and ensure the delivery of other critical success factors.

Outputs of the various workpackages outlined above need to be aligned to inform the Industrial Decarbonisation Investment Plan business case. Scenarios generated via the workpackages will be used to inform economic modelling to support the business case.

The Net Zero NW Cluster Plan must be flexible enough in its recommendations so that it can adapt to a high degree of uncertainty. The project will be developed during a period when the impacts of both the COVID-19 pandemic and Brexit are playing out and these have the potential to reshape the global and UK economy, with far reaching consequences for Industry.

The HyNet project combining CCS assets linked to hydrogen supply represents a plausible route for substantial decarbonisation of energy intensive industry within the cluster. This approach relies on innovative configurations of technologies to be demonstrated along with implementation of revenue support regimes by Government. The research will compare the economics of a greatly expanded distribution network to the wider cluster geography as a reference case, to alternatives and counterfactual cases, including scenarios for a contraction in industrial production and decentralised approaches that are less reliant on the distribution network infrastructure reaching all consumers.

The Phase 2 research will consider a range of technology solutions that can have an impact on carbon emissions. By understanding both the capital cost and revenue models for different configurations of solution, an approach that can be optimised which allows the plan to make recommendations as to how to balance the need for taxation/ utility bill levies to fund CCS, hydrogen supply and network infrastructure and subsidy to incentivise adoption by consumers.

It is expected that during the lifetime of the project, significant decisions will be taken about UK energy policy, including the putting in place of a policy frameworks that support clean heat and regulates for a smart flexible energy system. This will de-risk the project. Nevertheless, this will also be a period in which the technological readiness of hydrogen in a range of applications is tested – the plan may need to adapt to the findings of national research projects.

It is assumed going into Phase 2 that government will publish its views on funding approaches for industrial cluster decarbonisation. It will be critical to base the Investment plan on sound assumptions. All research workpackages will test well evidenced scenarios about the future energy mix, energy costs, and industrial transformation in response to circular economy principles.

The economics of green hydrogen production are to be considered as part of the project. It will enable researchers to consider the extent to which regionally produced decarbonised gasses can be connected to a distribution network predicted initially on blue hydrogen production and so contribute to a net zero pathway for North West industry.

**The Requirements of the Strategic Outline Case**

Cheshire and Warrington LEP, with advisory support from its consultants, has reflected upon the research undertaken at Phase 1 and provided recommendations about the scope of the Industrial Cluster Plan Investment Case to be prepared at Phase 2.

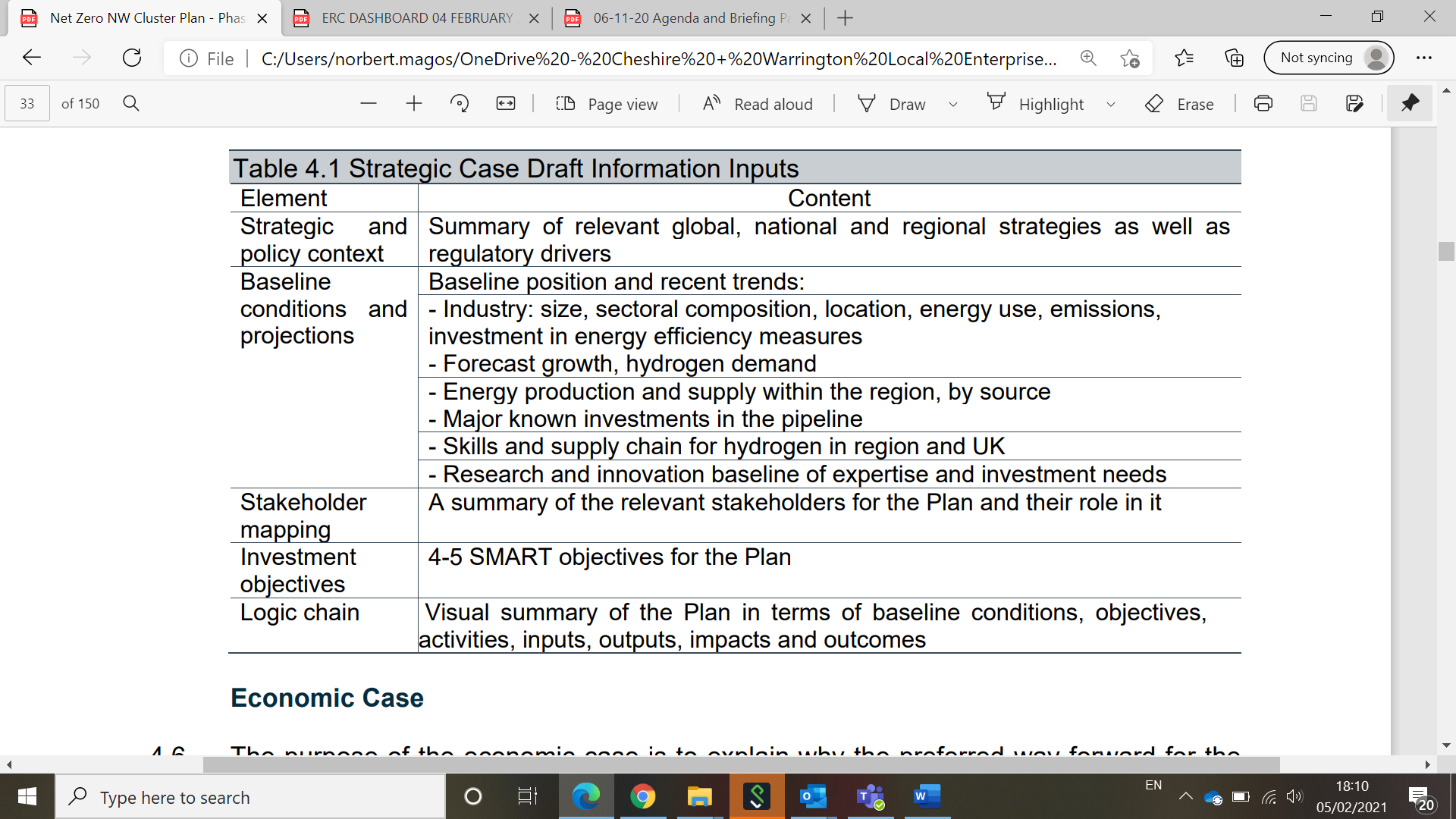
The overall purpose of a Strategic Outline Business Case (SOBC) is to put forward a clear and justified case for investment which will demonstrate the necessary support of public and private sector partners. All public sector investments should follow the HM Treasury Five Case Model, which sets out the strategic case, economic case, commercial case, financial case and management case for the plan.

Given the long-term nature of the NW Industrial Decarbonisation Plan however, we envisage that the commercial, and management cases in particular will need to be expressed at a higher level than would be the case for a more tightly defined, shorter term project. The focus at Phase 2 will need to be on the strategic and economic cases, and especially the latter.

Specific project proposals may need to have their own individual business case, which will draw on the overall SOBC and their own project-specific, detailed financial, commercial and management cases.

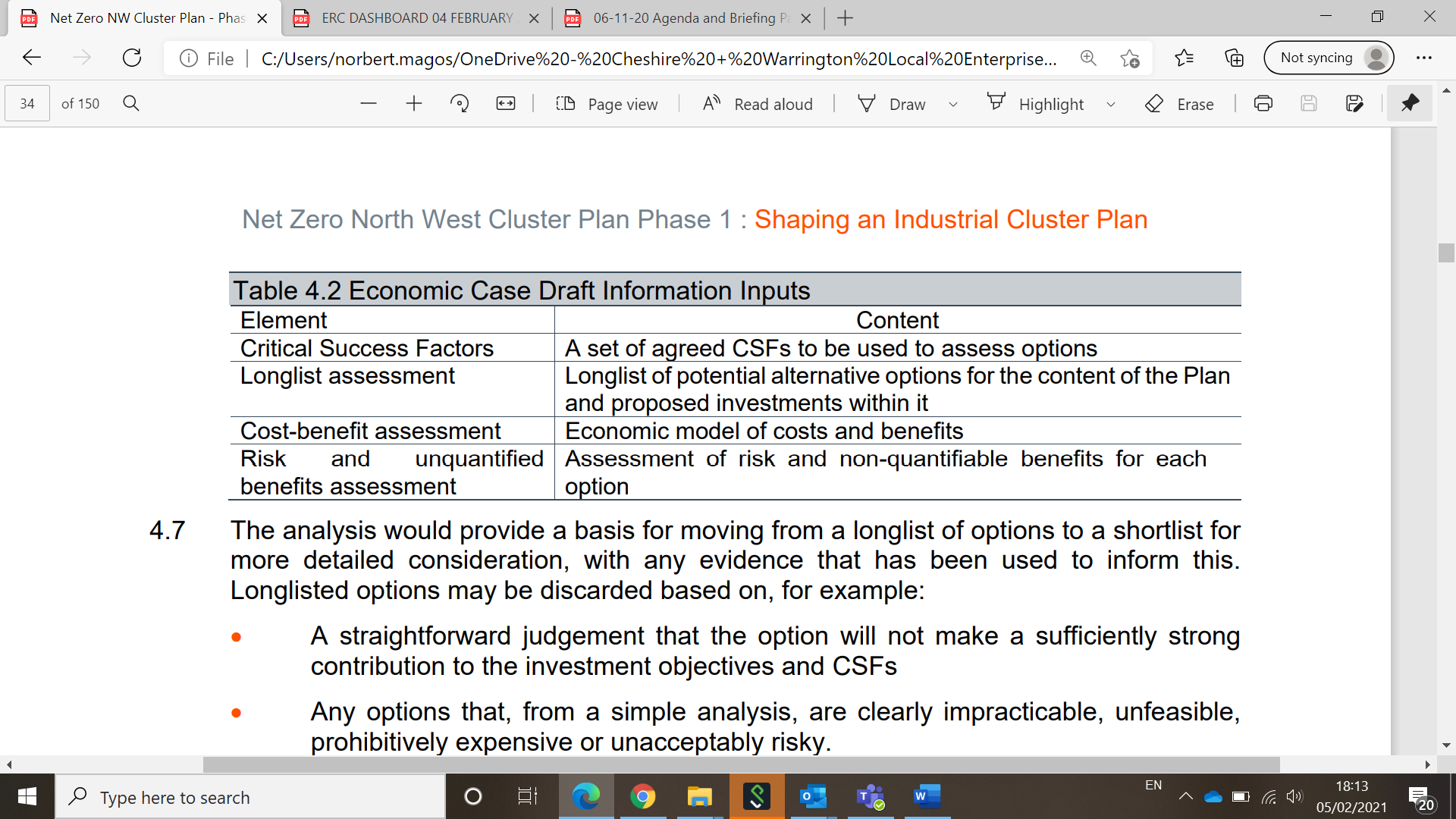
**Strategic Case**

The purpose of the strategic case is to explain the proposed set of investments/intervention within the plan, their underpinning rationale and what they are expected to achieve. The Consultant assessed inputs expected to be required for the strategic case as outlined by Table 4.1.



**Economic Case**

The purpose of the economic case is to explain why the preferred way forward for the plan is the best of the available options for achieving the investment objectives, in terms of value for money, risk and benefits. Inputs required for the economic case are outlined in Table 4.2



The analysis would provide a basis for moving from a longlist of options to a shortlist for more detailed consideration, with any evidence that has been used to inform this. Longlisted options may be discarded based on, for example:

· A straightforward judgement that the option will not make a sufficiently strong contribution to the investment objectives and CSFs

· Any options that, from a simple analysis, are clearly impracticable, unfeasible, prohibitively expensive or unacceptably risky.

This shortlisting process will yield approximately 5 shortlisted options including a Reference Case, Do Minimum, and three variants on a possible preferred option.

The Consultants and the University of Chester have outlined a cost-benefit model which could be used to assess options, these are summarized in Table 4.3.

1. [↑](#endnote-ref-2)
2. [↑](#footnote-ref-2)
3. https://nwblt.com/wp-content/uploads/2020/09/Net-Zero-NW-Cluster-Plan-Phase-1-Report-AUG2020-FINAL.pdf [↑](#footnote-ref-3)