

Cheshire and Warrington Local Enterprise Partnership
(On behalf of Northern Powerhouse 11)

Invitation to Tender

Strategic Support for the Northern Place & Culture
Partnership

February 2023

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1. EXECUTIVE SUMMARY

Overview of the brief

On behalf of the NP11 (Northern Powerhouse 11) group of Local Enterprise Partnerships, and the Northern Place & Culture Partnership which the NP11 convenes, the Cheshire and Warrington Local Enterprise Partnership ("The LEP") is seeking to procure capacity to support the development and delivery of the Place & Culture Partnership's programme; which seeks to convene partners in the delivery of improved nature, cultural, and heritage assets that deliver stronger, more inclusive growth.

Initial thinking is for a senior individual contracted for 32 hours per week, embedded within the NP11 team and reporting into the Partnership Steering Group, with additional support aligned with the project objectives (see below) as required; however, we are open to alternative arrangements that add value. The contract is expected to complete by 1st March 2024.

Working closely with members of the Partnership, activity will be focused on the actions identified in the recently agreed Delivery Framework (attached), coordinating supporting activity, and providing ad hoc support to the Partnership in delivery of the programme.

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 **w/c 3rd April 2023**, with the exact dates to be agreed depending on the agreement between the successful provider and The LEP, on behalf of NP11.

The principal benefits anticipated by The LEP in this procurement include;

- Ability to maximise opportunities for best value and efficient services
- To allow bidders to explore efficiencies, which may be possible by suggesting innovative and cost-effective solutions
- Presentation of cost savings to The LEP in order to maximise economical operational efficiency and value for money

- A resultant contract that meets the tender requirements and supports NP11 with their ambition

The Contract will be awarded for an initial period of 12 months, with an option to extend for another 12 months, subject to funding and based on satisfactory performance through continuous monitoring and performance review.

During the contract life, the successful bidder will need to achieve continuous improvement. Failure to do so may result in the contract being terminated.

Background to the project

The North of England has an exceptional culture, heritage, landscape and people which make it a great place to live, work, visit, invest and study. It is a region full of beauty, wonder and creativity, encompassing World Heritage sites, National Parks, Areas of Outstanding Natural Beauty and Sites of Scientific Interest, international culture and music festivals, renowned sports clubs, world-leading arts and cultural venues and collections, and globally recognised historic assets and buildings. These assets and attributes are integral to the cultural richness, diversity and place identity of the nation.

The arts, heritage, cultural and environmental assets of the North are intrinsic to developing the northern economy and to supporting economic recovery and growth. The UK cannot have a truly successful economy without a strong cultural sector, and a 'levelled-up', enhanced North will not be achieved without strategic investment in and commitment to its heritage, cultural and environmental assets, which in turn play a vital role in regenerating places, provide a voice and identity to its cities, towns, and villages, and contribute to biodiversity and sustainability to build our resistance to climate change.

The NP11 group of the 11 Local Enterprise Partnerships (LEP) from across the North, working in partnership with Arts Council England, Environment Agency, Historic England and the National Lottery Heritage Fund, have recognised that the North's quality of life and attractiveness as a place to live, visit, work and invest should be at the heart of economic strategy. These organisations have come together as the Northern Place & Culture Partnership, with representation from the Northern Culture Consortium and Nature North.

We wish to commission additional support for the delivery of our work together to develop and promote a concept of 'place' that enables inclusive and sustainable growth; gain a better understanding of the relationship between investment in place and economic performance; better understand our cultural, heritage and environmental assets and network; improve place competitiveness; and better coordinate place-based activity and strategic funding.

Procurement Process

This procurement exercise is being conducted as a below threshold open tender.

2. REQUIREMENT

Objectives

The Partnership have agreed a Strategy and accompanying Delivery Framework to take forward their shared priorities, and have jointly funded this commission to take these forward. A copy of the Strategy and Framework [can be found here](#). The NP11 and the Partnership are seeking capacity to deliver this activity, focused on the propositions outlined in the Delivery Framework attached:



General responsibilities will also include:

- Support and develop the work of the Partnership, working closely with the NP11 Board Champions, the NP11 Director, and the Partnership's Steering Group and working group
- Liaise with the cultural, heritage, and environmental sectors
- To work in partnership with the NP11 Secretariat, other thematic leads, and LEP representatives to ensure strong interaction between NP11 programmes
- Support engagement with Government on relevant policy
- Secure and account for resources designated to support the work of the programme

Scope and exclusions

The project includes all of the deliverables and technical requirements listed above plus any subsequently agreed (in writing) as part of project inception which will contribute to the objectives stated above. We are open to resourcing proposals that add value.

The successful agency must demonstrate an appreciation of the budget limitations and political sensitivities within which the NP11 operates as a publicly funded body. Any proposals/ recommendations must represent cost-effectiveness and value for taxpayers' money.

Budget

The maximum budget available for this project, including all of the deliverables listed above plus any associated expenses, is £80,000.

A breakdown of costs to deliver the requirements of this brief using your proposed approach is requested as part of your tender submission, setting out resource allocated to the above objectives.

Project management and sign-off

The key contact with day-to-day oversight of this project is David Levene, Director of the NP11. There will also be a need to engage with the Partnership Steering Group, the group of Northern LEP Chief Executives, and well as the NP11 Board of Northern LEP Chairs.

3. TIMESCALES

Activity	Date
Issue brief for procurement	03/03/23
Deadline for queries	17/03/23
Deadline for submissions	24/03/23
Clarification of bids & Interviews (if determined applicable)	w/c 27/03/23
Bidders notified of contract award	w/c 03/04/23
Appointment	w/c 03/04/23
The project will be completed in full by 1 st March 2024.	

4. SUBMISSION REQUIREMENTS

Bidders are required to submit tenders in an electronic format (i.e. MS Word/PDF) of no more than four pages A4 detailing how you would approach this commission, including:

- Your understanding of the brief and your ability to address key challenges, including provision of adequate capacity in order to deliver against the actions set out in the Delivery Framework
- Your understanding of NP11, the Place & Culture Partnership, and the specific political environment in which it operates.
- Your experience of delivering work of similar focus, scale and budget
- Names, job titles and short role descriptions of the people who would work on this commission, noting their technical capabilities
- A breakdown of costs, including details of your day rate and estimated days/ hours

Submissions should be sent via email FAO David Levene to:

tenders@cheshireandwarrington.com

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is **1700 24th March 2023**. Late submissions will not be accepted.

5. EVALUATION OF TENDERS

Any tender which fails to include the declaration by tenderer, attached to this document, will not be eligible for scoring.

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

Evaluation question	Score
Understanding of and ability to carry out the requirements of the brief	40
Understanding of the NP11, the Place & Culture Partnership, and the political environment in which they operate	20
Expertise and experience of nominated individuals, including their experience of delivering similar projects	20
Price	20
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

Clarifications may be sought in writing, or 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 reasonable sustainable (in terms of Quality or Price) may be rejected.

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.

6. FINANCIAL ARRANGEMENTS

Payments for services covered by this invitation to tender will be on submission of appropriate invoices made out to Cheshire & Warrington LEP Ltd, subject to CWLEP's standard payment terms. Payment against approved invoices will normally be within a maximum of 30 days. Invoicing arrangements will be agreed with the successful provider following the award of the contract.

7. CONTRACT

A contract will be awarded, by Cheshire & Warrington LEP Ltd, on behalf of NP11, 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 CWLEP reserves the right to cancel the tender process at any time prior to a contract being entered into. CWLEP is not bound to accept the lowest price, or any tender submitted.

8. FURTHER INFORMATION & QUERIES

If you require any clarifications relating to the information contained within this invitation to tender, please contact David Levene (contact details below) before **noon 17th March 2023**. Responses to requests for clarification may not materially change any of the elements of the tenders submitted. Any additional information provided by the LEP, as a result of requests for clarification, will be made available to all potential bidders via the CWLEP website : [Tenders - Cheshire and Warrington](#). All communication received from potential providers will be treated in strict confidence but are subject to this paragraph.

David Levene
Director, NP11
07971 516 829
david.levene@np11.org.uk

9. 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.

10. TERMS AND CONDITIONS FOR TENDERS

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:

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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 will be shared with the successful bidder.

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

10.7 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.

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

Declaration by Tenderer

ITT Title: NP11 Policy Support

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 spend on project	Day Rate	Total
		£	£

Expenses	
Travel and subsistence	Total
	£
Other Costs (please specify)	Total
	£

Total Tendered Price (exc of VAT)
£

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. Understanding of and ability to carry out the requirements of the brief (40%)

ANSWER FEEDBACK

3. Understanding of the NP11, the Place and Culture Partnership, and the political environment in which they operate (20%)

ANSWER FEEDBACK

4. Expertise and experience of nominated individuals, including their experience of delivering similar projects (20%)

Please also supply CVs of nominated individuals

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. The successful bidder must thoroughly read, agree and comply with the Contract Terms & Conditions Agreement. The main terms and conditions of the contract will be shared with the successful bidder.