Cheshire and Warrington Local Enterprise Partnership

(On behalf of Northern Powerhouse 11)

Invitation to Tender

Developing innovation clusters – a perspective from the North of England

May 2023

Deadline for Submissions: 1700 30th May 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, the Cheshire and Warrington Local Enterprise Partnership (“The LEP”) is seeking to procure a research partner to deliver a research project on developing innovation clusters in the North.

This project will form a key component of NP11’s Innovation Programme in 22/23, linking into Government policy as Investment Zones and innovation clusters policy are developed across the North. The aim of the project is to highlight the breadth and type of innovation clusters, and their role in local economies, drawing on insights from their development to inform future policy. It will use the combined expertise of Local Enterprise Partnerships, Combined Authorities and their partners across the North, and will be backed up with proactive stakeholder engagement at national and local levels and a communications strategy, led by NP11.

NP11 is commissioning the research and production of a policy report for innovation cluster development, to form the basis of this project.

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 12th June 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

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**

NP11

The NP11 brings together the 11 Local Enterprise Partnerships (LEP) from across the North, working together for the North. The NP11 is a business-led body that works in partnership with civic leaders across the North and with Government to drive prosperity, improve lives and attract investment. It is Chaired by Sir Roger Marsh OBE DL.

NP11’s Innovation Programme was established in 2021 as a key priority for joint working across the NP11 partners, and sits alongside workstreams on clean growth, trade and investment, digital and place-making. It has encompassed work looking at sector strength in the North, such as lifesciences, alongside a proactive approach to engaging with Northern and national stakeholders on innovation policy, particularly on the role of innovation in levelling up.

Innovation

Over the past year there has been renewed interest in cluster development to support innovation, and the Government commitment to developing innovation clusters across the UK was outlined in the Innovation Strategy and the Levelling Up White Paper. Spring Budget 2023 introduced Investment Zones, six of which within the NP11’s geography, and identified the following five priority sectors to focus Investment Zones on – Digital and Tech; Green Industries; Life Sciences; Advanced Manufacturing; and Creative Industries. Increased business research & development and innovation is one of the main objectives for Innovation Zones and is a key policy intervention listed by the Government as being part of the overall £80m package for each Innovation Zone.

In addition, the new Department of Science, Innovation and Technology is also developing innovation cluster policy, led by Minister Freeman. They have commissioned detailed mapping on the R&D strengths across the UK, expected to report back in summer. It is not yet clear how innovation clusters policy will link to Innovation Zones, but there is an opportunity to provide advice and insight to influence the policy development to ensure join up at a local level.

From identifying clusters to deciding the best mix of activities to support them, decisions should be based on the best available data and evidence of what works. Over the last decade the LEPs and CAs have been supporting innovation clusters in their areas and this expertise should be collated and harnessed to inform new policy. These can range from globally recognised centres of innovation excellence, to fast emerging clusters and those which are significant to their local economy. These are different stages of development and will therefore need tailored support packages.

There is also a risk that new cluster policy is developed in isolation of what has gone before. There is a plethora of initiatives that have been recently launched or in the pipeline, for example:

* Place based innovation programmes like Innovation Accelerators and Launchpads, and the expansion of Innovate UK’s MoUs with local partners
* Catapult network programmes
* Incentive based programmes e.g. Freeports, Investment Zones
* Mission based initiatives
* Sectoral initiatives in the North’s prime capabilities i.e. clean growth, lifesciences, digital, advanced manufacturing
* Universities and research institution direct collaboration with businesses
* Regional trade & inward investment initiatives

The aim of this research project is to provide fresh insight into how innovation clusters develop across and beyond these initiatives.

There is a body of research on this topic, both academic and policy-focused, and it is not intended to duplicate this, but to build on previous work done by others such as the [Innovation Caucus](https://innovationcaucus.co.uk/2022/06/13/understanding-cluster-growth-potential/), [Connected Places Catapult](https://cp.catapult.org.uk/wp-content/uploads/2021/04/CapitalQuartersHandbook_V11.pdf) and the [CBI](https://www.cbi.org.uk/what-we-do/seize-the-moment/a-regionally-thriving-economy/cbi-clusters-playbook/).

## **Procurement Process**

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

1. **REQUIREMENT**

## **Objectives**

This commission is for a research partner to undertake the research and production of a policy report for innovation cluster development. We would expect the research to lead to policy insight addressing questions such as:

* How might we join up different policy initiatives such as Investment Zones, Enterprise Zones, freeports
* How we maximise the value of local interventions across boundaries
* How we maximise the value of the North's leading position on devolution and harnessing public-private-academic partnerships
* How areas with emerging strengths are supported to grow, aligned with a national priority of levelling up

We envisage the commission outputs to comprise of:

1. A review of existing literature on innovation clusters, focused on existing typologies for describing clusters and on policy lessons to ensure this research builds on this existing work
2. Up to eleven short case studies in the North, chosen with NP11, designed to highlight the diversity in type of cluster and pulling out insights on how these were supported to grow
3. A policy report drawing out lessons learnt from the case studies and making positively focused recommendations for future policy development and delivery.

We also envisage that the project will be delivered in close collaboration with NP11’s Innovation Programme Lead, who will also convene a small Advisory Board consisting of Local Enterprise Partnership and other stakeholder representatives at key stages along the project plan. Milestones for delivery will be agreed at the inception meeting.

## **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 £40,000.

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 Jen Rae, Innovation Programmes Lead, NP11. There will also be a need to engage with the NP11 Innovation Leads group, the group of Northern LEP Chief Executives, and well as the NP11 Board of Northern LEP Chairs.

1. **TIMESCALES**

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Issue brief for procurement | 09/05/23 |
| Deadline for queries | 17/05/23 |
| Deadline for submissions | 30/05/23 |
| Clarification of bids & Interviews (if determined applicable) | w/c 05/06/23 |
| Bidders notified of contract award | w/c 12/06/23 |
| Appointment | w/c 12/06/23 |
| The project will be completed in full by 30st August 2023. | |

1. **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
* Your understanding of sub-national innovation policy, NP11, 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 Jen Rae to: tenders@cheshireandwarrington.com

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is **1700 30th May 2023**. Late submissions will not be accepted.

1. **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 sub-national innovation policy, NP11, and the political environment in which it operates | 20 |
| Expertise and experience of nominated individuals, including their experience of delivering similar projects | 20 |
| Price & Value for Money | 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.**

1. **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.

1. **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.

1. **FURTHER INFORMATION & QUERIES**

If you require any clarifications relating to the information contained within this invitation to tender, please contact Jen Rae (contact details below) before **noon 17th May 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

1. **INSTRUCTIONS TO TENDERERS**

Bidders:

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

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

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

This ITT is issued on the basis that:

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

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

1. **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:

* 1. **Confidentiality and Disclaimer**

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

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

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

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

* 1. **Material Misrepresentation**

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

* 1. **Collusive Bidding**

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

This applies to any bidder who:

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

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

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

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

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

* 1. **Bribery**

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

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

* 1. **TUPE**

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

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

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

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

* 1. **Data Protection Act Compliance**

The successful bidder must comply with the UK General Data Protection Regulations (UK GDPR) and all applicable law concerning the processing of personal data and privacy. Full contract terms will be shared with the successful bidder.

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

* 1. **Social Value**

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

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

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

In addition, the National Procurement Policy Statement (National\_Procurement\_Policy\_Statement.pdf (publishing.service.gov.uk) 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

**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 |  |

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

ANSWER FEEDBACK

**2. Understanding of sub-national innovation policy, NP11, and the political environment in which it operates (20%)**

ANSWER FEEDBACK

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

*Please also supply CVs of nominated individuals*

ANSWER FEEDBACK

**4. Price & Value for Money (20%)**

*Please detail any additional value for money you believe you could bring to this contract*

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.