****

**Invitation to Tender:**

|  |  |
| --- | --- |
| Contract title | SuperTech Ecosystem Development |
| Contract reference | **HSA11062021** |
| Date/time for tender return | 17:00 on 14th June 2021 |

**The Greater Birmingham and Solihull Local Enterprise Partnership Limited (GBSLEP)**

**Growth Hub**

Baskerville House

2 Centenary Square

Birmingham

B1 2ND

[www.gbslep.co.uk](http://www.gbslep.co.uk)

[www.gbslepgrowthhub.co.uk](http://www.gbslepgrowthhub.co.uk)

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# Submission Instructions and Conditions

* 1. You are invited to submit a tender for SuperTech Ecosystem Support no later than 17:00 on 14/06/2021 as detailed below .
  2. Please submit an electronic copy of your tender document to [Hilary.smyth-allen@gbslep.co.uk](mailto:Hilary.smyth-allen@gbslep.co.uk)
  3. Failure to submit your Bid by the closing time and date may result in your Tender not being evaluated. Tenders must be submitted for the entire service; tenders for only part of the service may be rejected.
  4. Please use a delivery and read receipt on your email to confirm it has been delivered. GBSLEP will confirm receipt of your Tender but this may not be until after the deadline.
  5. Tenders must be in English.
  6. Additional attachments should be clearly labelled in relation to the Section and question. In addition, please indicate under the relevant question that this has been done. If you reproduce the ITT in any way, the paragraph numbering, content or wording of the questions must not be changed in any way.
  7. Where a question is not relevant to your organisation, you should respond “Not Applicable”.
  8. Please do not supply general marketing, promotional or similar material in response to a question, unless such material is specifically requested, or the material supplied is particularly relevant to the question. In either event, the material should be marked clearly to show your name, the number of the question to which it relates and, if appropriate, the page number or the section of the material which is relevant.
  9. Tender providers (henceforth Potential Providers) are advised to ensure that they are fully familiar with the nature and extent of the contract. It is the responsibility of the Potential Provider to obtain for themselves, at their own expense, all information necessary for the preparation of their tender.
  10. GBSLEP may at its own absolute discretion extend the closing date and time specified for the receipt of tenders or consider variations to the terms of the contract. If you consider that a variation to standard terms is material to your submission you must state this when submitting your documentation and provide details of the proposed changes, the GBSLEP reserves the right to reject tenders where such a change would in the sole opinion of the GBSLEP be material in that it represents an unacceptable risk to either the GBSLEP, its obligations as a Public Sector contracting authority, or the project itself.
  11. GBSLEP will evaluate this tender based on criteria set out in ‘9 – Evaluation and Award Criteria of this Tender Information section.
  12. GBSLEP does not bind itself to accept the lowest or any tender and reserves the right to accept a tender either in whole or part for the goods and services specified.
  13. All prices shall in all cases be **exclusive of VAT**, which will be applied in accordance with legislation. Discounts, trade allowances of any kind must be shown separately.
  14. The **Terms of Participation at Appendix 2** will apply throughout this Procurement. They set out further rights and obligations which apply to Potential Providers and GBSLEP. In submitting your Tender to the GBSLEP you agree to be bound by the Terms of Participation and must sign the declaration to this effect at annex 1 of Appendix 2.
  15. The Contract will be let for an initial 6-month period from earliest 5th July 2021, with intention to extend to 12 months subject to performance. The total maximum value is £25,000 (VAT exclusive) for all outputs and milestones required for the full12-month contract period, should any further delivery be identified by the GBSLEP as a requirement towards this project and on the basis of successful delivery by the Provider after the anticipated 12 month delivery, the GBSLEP reserves the right to further extend the contract period for a period of 12 months and to vary the activities and value of this contract via a contract change/variation procedure to include but not limited to further industry groups, geographies, or timeframes in accordance with the Public Contract Regulations 2015.
  16. The Potential Provider with the winning bid will be required to enter an Agreement with GBSLEP based upon the **Draft Contract Terms and Conditions at Appendix 2 (which will be tailored to this opportunity but alterations to the terms will not be material)** and the terms and conditions as set out in this ITT, including for the avoidance of doubt the Potential Provider’s response, shall be deemed to be incorporated into and form part of any Contract entered into between the GBSLEP and the Provider.
  17. A potential Provider which changes its legal entity following the submission of a completed tender but prior to Contract Award may not be permitted to continue in the process under a different registration number.
  18. All formal communications (including, but not limited to, clarifications and the submission of Tenders) to GBSLEP are to be made in writing, by email to [Hilary.smyth-allen@gbslep.co.uk](mailto:Hilary.smyth-allen@gbslep.co.uk).
  19. It is the Providers’ responsibility to ensure any verbal queries or clarifications they generate are confirmed in writing by email to [Hilary.smyth-allen@gbslep.co.uk](mailto:Hilary.smyth-allen@gbslep.co.uk). In the event of any misunderstandings reliance on verbal communications will not be permissible.
  20. If a Provider is in doubt as to the interpretation of any part of this document; or if they consider that any of its requirements are ambiguous or conflict with any other requirements, they should contact GBSLEP by email to [Hilary.smyth-allen@gbslep.co.uk](mailto:Hilary.smyth-allen@gbslep.co.uk). and we will endeavour to answer enquiries prior to Tenders being submitted. The answer may be circulated to other Providers, where appropriate. This clarification phase is available between 2nd June 2021and 9th June 2021 Note that clarifications outside of these timescales will not be considered. Clarifications will be published via the GBSLEP website.

# Evaluation and Award Criteria

* 1. Following initial due diligence to establish compliance with contractual requirements and the completeness off the Potential Providers Tender, the GBSLEP will evaluate tenders against both Quality and Price. The GBSLEP reserves the right to exclude any Potential Providers who submit incomplete paperwork, cannot comply with contractual requirements, or submit a bid which exceeds the Maximum Value of the contract or is unrealistically low based on the number of cohorts tendered for.
  2. Where required and at the sole discretion of the GBSLEP, clarifications may be sought from Potential Providers regarding the content of their Tender submission.
  3. Tenders will be assessed using the following criteria and weightings, with scores adjusted to form a percentage of the highest score (100%) and the weighting applied thereafter. Scores within each area will be added together to arrive at the total score for this piece of work.

|  |  |
| --- | --- |
| **Evaluation and Award Criteria** | |
| **Stage 2** | **Stage 3** |
| Quality Response | Price Summary |
| **70%** | **30%** |

|  |  |  |
| --- | --- | --- |
| **Sub-Criteria Quality (70%)** | **Sub-Weighting** | **Question Sub Weighting** |
| A: Experience and Competency | 33% | A1 – 100% |
| **TOTAL 100%** |
| B: Approach | 33% | B1 – 100% |
| **TOTAL 100%** |
| C: Quality Assurance | 34% | C1 – 50% |
| C2 – 50% |
| **TOTAL 100%** |
|  | **TOTAL 100%** |  |

* 1. The evaluation team will assess the submissions and award a score between 0 - 5 in accordance with the scoring system detailed below. Note that the option to score any ½ marks is not permissible. Consensus scoring may be used as a second stage to evaluation.

|  |  |  |
| --- | --- | --- |
| **Score** | **Definition** | **Assessment** |
| 5 | An excellent and comprehensive response submitted in terms of detail and relevance that clearly meets or exceeds requirements with no negative indications or inconsistencies. | **Excellent** |
| 4 | A comprehensive response submitted in terms of detail and relevance, and clearly meets or exceeds requirements with no negative indications or inconsistencies. | **Good** |
| 3 | A satisfactory response submitted in terms of detail and relevance and clearly meets requirements without significant negative indications or inconsistencies. The requirements would be met to an optimum standard without intervention or significant ongoing issues. | **Satisfactory** |
| 2 | A poor response submitted in terms of the level of detail, accuracy and relevance. The response is below standard but there are either some omissions of important factors or negative indications that reduce the extent to which the requirements will be met. | **Poor** |
| 1 | Limited response provided, or a response that is inadequate, inaccurate or only partially addresses the question. There are some significant concerns or omissions which could prevent the requirements being met. The Council may be concerned that services would require intervention or ongoing management. | **Unsatisfactory** |
| 0 | No response to the question or a response that is significantly irrelevant or inaccurate. | **Unacceptable** |

* 1. Potential Providers should be aware that, should they be awarded a Contract, the content of the Contract may be published by GBSLEP to the general public in line with transparency requirements. Before publishing any information GBSLEP will consult with the successful Tenderer on any potential exemptions that may be applicable. The successful Tenderer should note that the final decision on what information is published will rest with GBSLEP.

3. Indicative Timetable

|  |  |
| --- | --- |
| **Phase** | **Date** |
| Advertised | 28th May 2021 |
| Deadline for Submission | 14th June 2021 |
| Evaluation | 15th June 21 – 18th June |
| Anticipated Award Date | By 25th June 2021 |
| Anticipated Contract Commencement Date | Earliest start date 5th July 2021 |

**Tender Response**

|  |  |
| --- | --- |
| Contract title |  |
| Contract reference |  |
| Tenderer name |  |
| Time / date for tender return |  |

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Please complete the following questions and email back to **hilary.smyth-allen@gbslep.co.uk** by no later than **17:00 on 14th June 2021** Documents received after this time will not be considered.

**Stage 1 – General Information**

1. **Company Information**

|  |  |
| --- | --- |
| Name of Organisation |  |
| Trading Name (if different) |  |
| Address of Registered Office | *Address 1* |
| *Address 2* |
| *Address 3* |
| *City/Town* |
| *Country* |
| Postcode |  |
| Company VAT Number |  |
| Company Registration Number |  |
| Date of Registration |  |
| Certificate of Incorporation  (Or include reasons if not applicable) | £ Yes  £ No |
| Is the applicant a consortium, joint venture or other arrangement? If so, please provide details of the constitution. | £ Yes  £ No |
| Contact Name for enquiries about this application |  |
| Contact Telephone Number |  |
| Contact Mobile Number |  |
| Contact Email Address |  |
| Authorised Signatory Name for Contracting |  |
| Authorised Signatory Job Title |  |
| Authorised Signatory email address |  |

1.2 The Tenderer must inform GBSLEP if they are receiving funding, or proposing to take funding, to undertake similar or related activities to that defined in this procurement exercise. Please provide details with your tender in the table below.

|  |  |
| --- | --- |
| Funder |  |
| Funding Activities |  |
| Date |  |
| Period of Funding |  |

1. **Statement of Insurance Cover** 
   1. Details of existing policies which will provide insurance cover for the contract

|  |  |  |
| --- | --- | --- |
| ***Public Liability Insurance*** | Insurer |  |
| Policy Number |  |
| Level of Indemnity |  |
| Limit for Single Event |  |
| Expiry Date |  |
| ***Professional Indemnity Insurance*** | Insurer |  |
| Policy Number |  |
| Level of Indemnity |  |
| Limit for Single Event |  |
| Expiry Date |  |
| ***Employers’ Liability Insurance*** | Insurer |  |
| Policy Number |  |
| Level of Indemnity |  |
| Limit for Single Event |  |
| Expiry Date |  |

* 1. Details of any new policies or endorsements to existing policies that will be required to comply with the insurance provisions of the contract.

|  |  |
| --- | --- |
| Type of Policy |  |
| Proposed Insurers |  |
| Details |  |

* 1. Details of Insurance Agent/Broker

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| Postcode |  |
| Contact Name |  |
| Telephone No. |  |
| Fax No. |  |
| Email |  |

* 1. I/We confirm that the insurances detailed in paragraph ***2.1*** and ***2.2*** will provide all the Insurance cover required under the Contract.
  2. I/We agree that the details provided in the insurance statement may be checked with the Insurance Agent/Broker named in paragraph ***2.3***

In the event that my/our offer is under consideration I/We agree to arrange, with the insurers the provision of a Statement to GBSLEP:

1. that valid Insurance is held in accordance with the requirements of Conditions of Contract;
2. that all premiums due to the Insurer have been paid including instalment payments;
3. that the Insurer agrees to give notice forthwith to GBSLEP of withdrawal or intention to withdraw insurance cover in connection with the project.
   1. This document is to be signed by such persons:
4. where the tenderer is an individual, by that individual;
5. where the tenderer is a partnership, by one duly authorised partner;
6. where the tenderer is a company by one director or by a director and the secretary of the Company, such persons being duly authorised for that purpose.

|  |  |
| --- | --- |
| Date |  |
| Signatures of Tender Provider/Agent |  |
| Business Name |  |
| Address |  |
| Telephone Number |  |
| Email |  |

**3. References**

Please provide two references relevant to this project that will be used to assess the experience, capability and competence of the organisation and the individual(s). GBSLEP reserves the right to verify the authenticity of the references referred to at any time during the procurement process.

* + Use only those references where you have the ability to disclose all the relevant information asked.
  + Use only those references where the contact provided is willing to discuss the contact of the information included.
* Prior to being awarded the contract, GBSLEP will undertake a risk assessment, which will include contacting references.

|  |  |
| --- | --- |
|  | **Reference 1** |
| Organisation (Name): |  |
| Contact Name |  |
| Telephone Number |  |
| Email Address: |  |
| Date Contract Awarded: |  |
| Contract Completion Date: |  |
| Contract Reference and Brief Description: |  |
| Contract Value: |  |
| Contract Outcomes: |  |

|  |  |
| --- | --- |
|  | **Reference 2** |
| Organisation (Name): |  |
| Contact Name |  |
| Telephone Number |  |
| Email Address: |  |
| Date Contract Awarded: |  |
| Contract Completion Date: |  |
| Contract Reference and Brief Description: |  |
| Contract Value: |  |
| Contract Outcomes: |  |

|  |  |
| --- | --- |
| Have you had any contracts terminated for poor performance in the last three years, or any contracts where damages have been claimed by the contracting authority? | £ Yes  £ No |
| If **“Yes”** please give details: | |

**4. Compliance**

Potential Providers are required to self-certify that they hold, or will put in place prior to mobilisation, the policies and processes listed in the table below in line with legislation and pursuant to the requirements of the Draft Contract Terms and Conditions at Appendix 2.

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **No** |
| Data Protection Policy and Processes Compliant with Data Protection Legislation |  |  |
| Health & Safety Management Policy Compliant with The Health & Safety at Work Act 1974 |  |  |
| Environmental Policy with a commitment to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment. |  |  |
| Procurement Policy to adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Contract. |  |  |
| Modern Slavery If applicable to the organisation, Potential Providers must state they are compliant with the annual reporting requirements contained within Section 54 of the Act |  |  |

**Stage 2 – Quality Response 70%**

|  |  |  |
| --- | --- | --- |
| EXPERIENCE, COMPETENCY & APPROACH | | **Section weight 80%** |
| 2A | Please provide details of your capability, knowledge and resource capacity to demonstrate how you meet the requirements of the tender brief and in particular please provide details of the team that you will use to deliver the services, including the relevant qualifications and experience of the specific staff who will support the activity, including any specific accreditations held and experience of work similar to that set out in the Specification.  [**Max 1000 words excluding CVs and Certification**] | 40% |
|  | *Response* |  |
| 2B | Please detail your approach/methodology and work plan for delivering the work requirement.  **(Max 1000 Words)** | 40% |
|  | *Response* |  |
| **QUALITY ASSURANCE** | | **20%** |
| 2C | Please set out the Quality Assurance arrangements you would have in place in delivering the work requirement.  **(Max 500 words – policies and certification are not included within the word count)** | 10% |
|  | *Response* |  |
| 2D | Please identify the critical success factors and key risks and how you would manage them including contingency arrangements should any of the key members of the project team become unavailable.  **(Max 500 words)** | 10% |
|  | *Response* |  |

**Stage 3 – Price 30%**

Please complete the pricing schedule as detailed below:

Refer to Appendix 1 for detailed specification of work requirement with milestone costs to be made clear in the pricing schedule. Payment will be on delivery; any upfront costs should also be set out.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Work Phase / Element** | **Named Staff Member**  **Hourly Rate**  **(£)** | | **Named Staff Member**  **Hourly Rate (£)** | | **Total Fees**  **(£)** | | **Expenses**  **(£)** | | **Total**  **(£)** |
|  | Time Inputs (hours) | Fees  (£) | Time Inputs (hours) | Fees  (£) | Time Inputs  (hours) | Total  Fees (£) | Description | Amount (£) |
| E.g. Inception |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Total Cost (£) (excl VAT) |  |

All prices shall be in all cases exclusive of Value Added Tax, which will be applied in accordance with legislation.

The price(s) are deemed to be inclusive of all costs and expenses incurred in providing the product or service. No costs, other than those detailed will be allowed.

**Stage 4 – Further Information**

**Payment by BACS**

GBSLEP is implementing payments electronically by BACS and should your tender be accepted you will be paid by BACS. Therefore, please provide the following information:

|  |  |
| --- | --- |
| Name of Bank/Building Society |  |
| Sort Code |  |
| Account Number |  |

***Confirmation Certificate***

[Name of Organisation] confirm that we understand and accept that GBSLEP has in its ITT stated that the terms and conditions are in accordance to those set out in the standard terms and conditions of contract.

[Name of Organisation] confirm that the tender submitted is on the basis as set out in the document and that a relevant consideration for GBSLEP determining to proceed with the evaluation of our tender is that we do not seek to negotiate on the specification or the standard terms and conditions of contract.

If for any reason following the submission of our tender we seek to propose any changes to the specification, standard terms and conditions, or to put forward any proposal which conflicts and we do not withdraw that change following a written request to do so by GBSLEP, then we agree that GBSLEP may determine not to evaluate our tender submission any further.

|  |  |
| --- | --- |
| Date |  |
| Tenderer’s signature  (by a director) |  |
| Name of Director in block capitals |  |
| Company name |  |
| Company address |  |
| Company telephone |  |
| Signing Director’s telephone |  |
| Signing Director’s email address |  |

***Thank you for taking the time to respond to this tender***