**Enterprise Cheshire and Warrington (ECW)**

**INVITATION TO TENDER**

**FOR**

**The Development (Stage 1) and Population (Stage 2) of a Project Intelligence Platform to assist the decarbonisation of the North West Industrial Cluster**

**10/12/2024**

ECW REF: NZPIP

Return Date of ITT: Wednesday 8th January 2025, at 4pm

Contents

[SECTION 1 – The ECW Profile 3](#_Toc1140925624)

[SECTION 2 – Scope of Procurement 3](#_Toc420368224)

[SECTION 3 – Specification 5](#_Toc833314134)

[SECTION 4 – Award Criteria 6](#_Toc770197077)

[SECTION 5 – Submission requirements and timetable 9](#_Toc1494805482)

[SECTION 6 – Terms and conditions of tender submissions 12](#_Toc770729205)

[APPENDIX 1 - FORM OF TENDER – TO BE COMPLETED AND RETURNED 15](#_Toc1380260362)

[APPENDIX 2 – PRICE SCHEDULE – TO BE COMPLETED AND RETURNED 18](#_Toc737416363)

[APPENDIX 3 - SUPPLIER TECHNICAL QUESTIONS & ANSWER SHEET – TO BE COMPLETED AND RETURNED 19](#_Toc1590462590)

[APPENDIX 4 – KEY PERFORMANCE INDICATORS (KPI’S) 21](#_Toc1519163595)

[APPENDIX 5 – CONDITIONS OF CONTRACT 22](#_Toc955430311)

# SECTION 1 – The ECW Profile

Enterprise Cheshire and Warrington leads the growth of the Cheshire and Warrington economy through a powerful partnership between the private, public, and voluntary sectors. Our ambition is to be the UK’s healthiest, most sustainable, inclusive, and growing economy.

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

ECW is leading this project on behalf of the public-private consortia supporting the delivery of the NW Industrial Decarbonisation Cluster Plan, with funding provided by the North West Net Zero Hub (NWNZ Hub) and Net Zero North West (NZNW).

# SECTION 2 – Scope of Procurement

This procurement exercise is being conducted as a below threshold open tender. The tender documents comprise this ITT document and any other supporting documents. This procurement seeks specialist support from a high-quality supplier to deliver the development (stage 1) and population (stage 2) of a comprehensive Project Intelligence Platform (PIP).

Following completion of our recent ‘Delivery of the North West Industrial Decarbonisation Cluster Plan’ workstream, and support to Net Zero North West to establish its new business model, ECW are looking to further support the delivery of industrial decarbonisation alongside Net Zero North West (NZNW) and the North West Net Zero Hub via the creation of a comprehensive data platform (Project Intelligence Platform - PIP). An initial piece of scoping work on the platform has been undertaken as part of this workstream, which has informed the scope of the platform and the data to be collected, shown in **Appendix 6 *specifications tool.***

The Platform is required to enable the industrial decarbonisation cluster to have access to as comprehensive and usable set of data as possible about the industrial decarbonisation projects in the pipeline and ultimately underway/delivered. This will ensure that the cluster can continue to realise the investment required, support the job creation, and carbon reduction goals essential for our regional transition to a low-carbon economy and the platform itself will need to enable the wider partnership to measure and demonstrate progress / success to wider stakeholders such as government and investors.

Data gaps have been identified in the existing understanding of the pipeline, due to rapid and multivariate progress on industrial decarbonisation occurring across the North West region. Therefore the platform will be set up so that it inputs and tracks measures such as Project ID, Project Details, Impact Metrics, Financial and Investment Data, Performance, Emissions, Investment, Jobs (see **Appendix 6 *specifications tool.*)**. It will also be compatible with other evidence, and interrogatable in an agreed way by partner organisations.

The primary objectives of the PIP are to:

* **Strengthen the Evidence Base:** The platform will re-build and maintain a robust, up-to-date evidence base that underpins the key commitments in the NZNW Manifesto, ensuring that all strategic goals are supported by accurate and reliable data.
* **Centralise Data Management:** The platform will serve as a repository for vital project-related data (see appendix 4 for detail), ensuring that information is easily accessible, dynamic, and organised in a timely and accurate way for stakeholders.
* **Support Decision-Making:** By providing up-to-date data and analytics, the platform will enable stakeholders to make data-driven and informed decisions regarding project development, to guide their participation, and resource allocation.
* **Facilitate Collaboration:** The platform will enhance coordination among various stakeholders, including industry leaders, government agencies, and academic institutions, by providing a shared space for data and insights.
* **Monitor Progress:** It will track key performance indicators (KPIs) and monitor multiple industrial decarbonisation projects effectively such as forecasting of new projects, investments, job creation, and carbon reduction, ensuring that projects stay on course and achieve their intended outcomes.

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 Wednesday 16th January 2025 with the exact dates to be agreed depending on the agreement between the successful provider and ECW.

**The Contract will be awarded for an initial period of 3 months for stage 1 (beta design of the PIP), with a break clause after stage 1 and an option to extend for another 6 months to conduct stage 2 (population of the PIP with industrial data) based on satisfactory performance through continuous monitoring and performance review.**

As such, bidders will need to split their pricing schedule into costings for stage 1 and 2 separately.

The basis of the contract will include the awarded contractor over stage 1 and 2 being responsible for:

* Designing and selecting the correct tools for the platform, such as Excel and Power BI
* Testing and conducting user feedback, working with stakeholders to gather feedback
* Data collection and integration from partner organisations andpublic sector databases, and development of associated training materials for future users.
* Full deployment of the platform to all stakeholders, ensuring widespread access and utilisation
* Detailed specifications for activities to be conducted in each stage are provided in Section 3.

**Budget:** A budget of up to £35k (excluding VAT) is available for this project.

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 scope with within the specification in Section 3, below.

# SECTION 3 – Specification

**Stage 1: Build (Beta) (3 Months)**

**Stage 1 of this project will seek to build the fully functional beta version of the project intelligence platform, incorporating core functionalities, and allowing for testing and refinement based on user feedback.**

**The completed beta version will show demonstrable value to Net Zero North West member organisations and the public sector, and provide a user-friendly, readily interrogatable, data platform based on the data model illustrated in Appendix 6 - ‘NZNW Intelligence Tool - Procurement Requirements SpecificationV3’.**

Key activities include:

* Platform Architecture: Designing the technical architecture of the platform, selecting appropriate tools such as Excel and PowerBI for the initial development phase. This architecture will be scalable and flexible to accommodate future needs.
* Development of Key Features: Building the beta version with essential functionalities like data input forms for the identified data model, basic analytics, and, user interface design and build. The development will follow an iterative approach, allowing for continuous improvement.

Testing and User Feedback: Conducting user testing with a select group of stakeholders to gather feedback, identify issues, and refine the platform. This would be key to ensuring the platform is user-friendly, and meets the needs of NZNW member organisations. The data captured should also support ongoing dialogue with the public sector, regional andlocal government, and organisations such as the National Energy System Operator (NESO) in order to inform grid reinforcement priorities, alongside other organisations who will have a key interface with delivery of the project pipeline.

There will then be a performance review of the beta build stage, with the option to terminate the contract at this point. Enterprise Cheshire and Warrington will determine the continuation of the contract based on this performance review.

**Stage 2: Populate (6 Months)**

Stage 2 will deliver a fully functional and fully populated version of the platform incorporating the required data from NZNW member organisations, and with the platform ready for handover and full deployment. This stage will ensure that the platform is comprehensive, accurate, and ready for widespread use. Key activities include:

* Data Collection and Integration: Gathering and validating data from sources such as government databases, project developers, and industry reports. This data will form the foundation of the platform, so accuracy and completeness are paramount. It is also vital that data extracts can be extracted from the platform for sharing with partner organisations ensuring cross compatibility is key.
* Training and Support: Providing training sessions for users to ensure they are comfortable using the platform. This will include the development of training materials and ongoing support to address any issues that arise.
* Full Deployment: Rolling out the platform to all stakeholders, ensuring widespread access and utilisation. Regular updates and maintenance will be performed to keep the platform current and relevant.
* Intellectual Property (IP) and Ownership: Net Zero North West, in partnership with Enterprise Cheshire and Warrington and the North West Net Zero Hub hold an agreement on the platform’s ownership model. Following completion of the platform, the appointed consultants will adhere to the agreement which transfers ownership of the platform IP to Net Zero North West. NZNW members and affiliates, including public sector partners at ECW and the NWNZH, will have access to the PIP, with these users’ access managed by NZNW.

When handover takes place, the consultants must be prepared to provide transition support and training to NZNW and partners, ensuring that existing NDAs used by NZNW are also updated to include provision for sharing information in the PIP. In the 6 months immediately following completion and handover we would expect that any defects within the platform architecture identified during routine operation would be repaired/put right by the appointed contractor.

SECTION 4 – Award Criteria

**4.1** **Award Criteria**

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

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

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

|  |  |  |
| --- | --- | --- |
| **4.1.3.1** | Approach and methodology for the commission  | **25%**  |
| **4.1.3.2** | Track record and experience with relevant similar projects, and additionally awareness and understanding of industrial decarbonisation and/or energy sectors | **15%**  |
| **4.1.3.3** | Proposed consultant(s) / consultancy team, their qualification, expertise, and relevant experience.  | **20%**  |
| **4.1.3.4** | Approach to project management and quality assurance, including a project plan and timescale  | **15%**  |

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

* 1. **Supplier Evaluation**

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

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

**4.2.1 Technical Merit (Quality) (75%)**

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

**WEIGHTING**

**1. COMPANY DETAILS**

**i) – iv) Provide company details** Information only

**2. APPROACH AND METHODOLOGY FOR THE COMMISSION** **25%**

**i)  Outline your approach to this commission, the methodology you will pursue, and what steps you anticipate will be needed to develop the PIP and how this will be carried forward.**

**3. TRACK RECORD AND EXPERIENCE** **15%**

**i) Describe your experience with relevant similar projects including awareness and understanding of industrial decarbonisation/energy sector projects, and how this would inform your approach to designing the PIP and undertaking this commission.**

**4. CREDENTIALS OF PROJECT TEAM** **20%**

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

**ii) CVs (Max 4 Pages)**

**5. APPROACH TO PROJECT MANAGEMENT AND QUALITY ASSURANCE** **(15%)**

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

**ii) Please provide your project plan and the timetable for completion of this work**

**6. VALUE FOR MONEY (25%)**

**i) Considered alongside your pricing schedule (appendix 2), please indicate any additional outputs or outcomes you anticipate as part of your project/delivery plan or other considerations regarding value for money, including highlighting any social value that will be generated in delivery of the project outputs.**

**7. UNDERSTANDING THE BRIEF** **Yes/No**

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

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

**NOTE: If any criteria within the specification document are classed as non-compliant ECW 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, ECW reserve the right to consider the alternative solution. No guarantee will be given that the alternative solution will be accepted.**

**4.2.2 Value for Money (25%)**

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

Pricing must be split into costings for Stage 1 and Stage 2 separately.

Please see Appendix 2 Pricing Schedule to be completed and returned by all suppliers.

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

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

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

4.2.2.4 Bidders must demonstrate how their proposals represent overall value for money and how they will assist ECW with cost initiatives.

* 1. **Scoring Principles**

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

|  |  |
| --- | --- |
| **Scoring criteria** | **Score** |
| Failure to respond or irrelevant information which fails to meet the requirement | 0 |
| Response is inadequate, significantly failing to meet the requirements  | 1 |
| Response is unsatisfactory partially meets the requirement | 2 |
| Response is acceptable and meets the minimum requirement | 3 |
| Response is good - better than merely acceptable | 4 |
| Response is excellent, exceeds the requirement and gives added value | 5 |

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

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

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

# SECTION 5 – Submission requirements and timetable

**5.1** **Closing Date & Submission**

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is **16:00** hours (**4pm**) on **8th January 2025.**

Late submissions will not be accepted.

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

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

1. **Form of Tender Declaration (Appendix 1)**
2. **Pricing Schedule (Appendix 2)**
3. **Supplier Technical Questions & Answer Sheet (Appendix 3)**
4. **Additional documents provided by Net Zero North West (Appendix 4)**

**5.2** **Tender Queries**

If you have any specific questions concerning this document or the process for submission of your proposal, then please email through to: tenders@cheshireandwarrington.com no later than **Wednesday 18h December, 2024 at 4pm**. Only questions submitted to this email address will be answered. Queries received after this date will not be accepted and will not be responded to.

It would be most helpful if queries could be submitted in one email rather than piecemeal. If any question or request for clarification is considered to be of material significance, both the question and the response may be issued for review by all potential providers in a suitably anonymous form. All communication received from potential providers will be treated in strict confidence but are subject to this paragraph.

* 1. **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 ECW reserves the right to extend and / or amend the timetable as necessary. Any major changes will be communicated to all potential tenderers.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Invitation to Tender (ITT) Live  | **Tuesday 10th December 2024** |
| Deadline for queries |  **Wednesday 18th December 2024, 4pm** |
| ECW response to queries via email to all tenderers | **Thursday 19th December 2025** |
| Tender submission deadline |  **Wednesday 8th January 2024, 4pm** |
| Evaluation of submissions  | **Thursday 9th January – Friday 10th January 2025** |
| Interviews (if required) | **Tuesday 14th th January 2025** |
| Bidders notified of contract award | **Wednesday 15th January 2025** |
| Contract signing | **Thursday 16th January 2025** |
| Contract to start | **Thursday 16th January 2025** |

**5.4**  **Instructions to tenderers**

Bidders:

* Shall either destroy or return all documentation related to the tender process if ECW so directs
* Shall ensure that tenders are both technically and arithmetically correct. Should ECW 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 ECW
* 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) subject to break clause between stage 1 and stage 2 which will be included as part of the Contract Documents including any amounts or additions made and agreed during the tender proposal assessment period. ECW reserves the right not to contract or contract only in part with any bidder.

The information supplied within this ITT and accompanying documents reflects ECW’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:

* ECW 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;
* ECW 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 ECW 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

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

# SECTION 6 – Terms and conditions of tender submissions

Please see below for the terms and conditions of this tender. Through submitting a bid on this tender, you are committing to meet and abide by these terms and conditions:

**6.1** **Confidentiality and Disclaimer**

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

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

* 1. **Material Misrepresentation**

ECW 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 ECW. Any tenderer that is caught by ECW 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 ECW 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 ECW 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.

ECW 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. ECW 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 can be found within the terms and conditions (see Appendix 5).

ECW’s privacy notice can be found at: https://cheshireandwarrington.com/privacy-policy/

**6.7 Social Value**

ECW’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 ECW 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 ECW throughout the contract duration to assist them in achieving both their vision and their social value obligations. ECW reserve the right to incorporate social value commitments made by the supplier as part of their tender submission into the resultant final contract.

**6.8 Intellectual Property Rights**

Save for Consultant Background Intellectual Property Rights (IPR), and in the absence of prior written agreement by ECW and Net Zero North West (NZNW) to the contrary, all Intellectual Property Rights created by the Consultant or Consultant’s Authorised Personnel:

* in the course of performing the Services;
* or exclusively for the purpose of performing the Services,

shall vest in NZNW on creation to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement the Consultant shall hold legal title in these rights on trust for NZNW.

The Consultant hereby grants to NZNW a perpetual, irrevocable, royalty-free and non-exclusive licence to use the Consultant Background IPR for any purpose relating to the Services (or substantially equivalent Services) or for any purpose relating to the exercise of NZNW’s business or function.

NZNW may sub-license the rights granted above to a third party (including for the avoidance of doubt, any other consultant for the provision of the Services or substantially equivalent Services) provided that:

(i) the sub-licence is on terms no broader than those granted to NZNW; and

(ii) the sub-licence only authorises the third party to use the rights licensed

The Consultant shall not be liable for losses suffered by NZNW or any other party arising from the use of materials provided by the Consultant to NZNW during the provision of the Services for a purpose other than originally intended under this Agreement

The Consultant shall not use any such rights referred to this section (6.8) thereof and will not give permission to any third party to use for any purpose other than this Agreement permits without the prior written consent of the NZNW and shall indemnify and keep the NZNW indemnified against all or any costs claims damages or expenses incurred by the NZNW or for which the NZNW may become liable with respect to any intellectual property infringement claim.

The Consultant undertakes at any time either during or after the Contract Period to execute all documents, make all applications, give all assistance and do all actions and things as may in the reasonable opinion of the NZNW be necessary or desirable to vest the intellectual property rights in the name of the NZNW and to defend the NZNW against all claims that intellectual property rights

infringe third party rights and otherwise to protect and maintain the intellectual property rights of the NZNW.

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

**Declaration by Tenderer**

**ITT Title: The Development (Stage 1) and Population (Stage 2) of a Project Intelligence Platform to inform the decarbonisation of the North West Industrial Cluster**

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 ECW, 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 ECW reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as ECW may decide. ECW 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 ECW.

|  |  |
| --- | --- |
| 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

**Stage 1:**

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

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

**Stage 2:**

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

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

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

#

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

**1. Company Details**

**Please provide company details within the table below:**

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

**2. Approach and methodology for the commission of this work (25%)**

|  |
| --- |
| **i) Please outline your approach to this commission, the methodology which you will pursue, and what steps you anticipate will be needed to develop the Platform and how this will be carried forward.** |
| ANSWER FEEDBACK |

**3. Track record and experience (20%)**

|  |
| --- |
| **i) Please evidence your understanding and awareness of industrial decarbonisation / energy sector projects, and explain how this would inform your approach to designing the PIP and undertaking this commission.** |
| ANSWER FEEDBACK |

|  |
| --- |
| **ii) Please describe your experience with similar projects and your relevant experience with data collection, management, interrogation and data inputting which allows for simplistic follow-on management.** |
| ANSWER FEEDBACK |

**4. Credentials of project team (20%)**

|  |
| --- |
| **i) Qualifications, expertise and experience of proposed consultancy team including availability for each personnel. Please include your/your teams stakeholder engagement experience.** |
| ANSWER FEEDBACK |

|  |
| --- |
| **ii) CVs (Max. 4 pages)** |
| ANSWER FEEDBACK |

**5. Approach to project management and quality assurance (10%)**

|  |
| --- |
| **i) Describe your approach to project and relationship management, and how you will approach quality assurance for this project.** |
| ANSWER FEEDBACK |

|  |
| --- |
| **ii) Please provide your project plan and the timetable for completion of this work** |
| ANSWER FEEDBACK |

**6. Value for money (25%)**

|  |
| --- |
| **i) Considered alongside your pricing schedule (appendix 2), please indicate any additional outputs or outcomes you anticipate as part of your project/ delivery plan, or other considerations regarding value for money. This could consider social value as part of delivery (e.g. highlighting skills delivery as part of industrial decarbonisation, workforce equality commitments)** |
| ANSWER FEEDBACK |

# APPENDIX 4 – KEY PERFORMANCE INDICATORS (KPI’S)

**A – Detail of work:**

1. **Stage 1 of this project will seek to build the beta version of the platform, incorporating core functionalities and allow for testing and refinement based on user feedback**
	1. **Define and build a methodology for the design of the platform, building upon existing information which will support industrial decarbonisation across the North West. This will be subject to approval by the steering group. Key activities would include:**
* **Designing the technical architecture of the platform (e.g. tools, Excel/PowerBI)**
* **Key features included such as input forms, basic analytics, and user interface design to allow for continuous improvement.**
	1. **Creation of a functional beta platform containing a subset of information from industry sources that can be used for testing.**
1. **Stage 2 of this project will seek to populate the built platform**
2. **In preparation for full deployment, there should be assurance that the platform is comprehensive, accurate, and ready for widespread use. Key activities would include:**
* **Gathering data for integration from a variety of sources such as government databases, project developers, and industry reports, ensuring accuracy and completeness**
* **Training sessions for users**
* **Performing platform rollout to all stakeholders, ensuring access and utilisation**
* **Regular maintenance and updates to the platform**
1. **Ensuring the platform contain comprehensive insights for individual project status and impact. This will include:**
* **An interactive, dynamic intelligence database, built initially in Excel, incorporating PowerBI. The platform will then be web-based, accessible to members and partners via secure login**
* **Built in modelling functions**
* **Dashboard and visualisation tools, which will track KPI achievements of industrial decarbonisation overtime**
* **Monitor the region’s performance against the aspirations and KPIs of the Industrial Cluster Plan and Net Zero North West Manifesto.**
* **Comprehensive data collection on the market to inform updated information on industrial decarbonisation**

**B – Launch**

1. **Development of the PIP will involve co-development with stakeholders and will have a dedicated launch which will seek to:**
* **Be introduced to these stakeholders and users, highlighting the platform’s capabilities and strategic importance**
* **The launch will be timed to ensure maximum engagement and adoption of users and future users.**
1. **Following launch, the platform will be regularly updated with new data and enhanced functionalities by the NZNW team – the platform architecture must facilitate this.**
2. **Repair of any defects with platform architecture identified during routine operation over the 6 months immediately following contract completion.**

**C – Additional KPIs**

1. **Regular meeting attendance with the team managing the contract (e.g. weekly check-ins), and steering group.**
2. **Consultation with key stakeholders**
3. **Delivery of agreed project implementation plan.**

# APPENDIX 5 – CONDITIONS OF CONTRACT

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

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