INVITATION TO TENDER

FOR

Chester Christmas Market Event Delivery 2022-2026

 Marketing Cheshire REF: (MC010)

 Return Date of ITT: (1/7/22)

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**SECTION 1 Covering Letter**

**14th June 2022**

Dear Sir/Madam

Invitation to Tender Ref: MC-010

**Scope of Service:**  **Chester Christmas Market Event Delivery 2022-2026**

CWTB Ltd T/A Marketing Cheshire (Registered at Companies House number 05067662) (“Marketing Cheshire”) is pleased to invite you to tender for **Chester Christmas Market Event Management**. The Invitation to Tender (“ITT”) will open at **4pm 14/06/22**

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

This ITT sets out the information which is required in order to assess the suitability of applicants in terms of their quality assurance processes, relationship management, pricing, service levels and innovative solutions to meet the requirements for **Chester Christmas Market Event Delivery**

The successful applicant will be required to deliver services in accordance with Service Level Agreement (SLA) Your tender submission will form part of the contract if you are appointed.

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

Any questions concerning this document or the tendering process should be tenders@cheshireandwarrington.com by no later than **22/6/22**

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

Marketing Cheshire reserves the right not to contract or contract only in part with any applicant.

Applicants:

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

The contract will be entered into on the basis of the total tender package (inclusive of VAT) which will be included as part of the Contract Documents including any amounts or additional made and agreed during the tender proposal assessment period.

The information supplied within this ITT and accompanying documents reflects Marketing Cheshire‘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:

* Marketing Cheshire 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;
* Marketing Cheshire does not make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any applicant;
* Nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract;
* Neither this ITT nor any information supplied by Marketing Cheshire should be relied on as a promise or representation as to its future requirements;
* This ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.

Applicants should complete the Tenderer Declaration Form (Appendix 1), Pricing Schedule (Appendix 2) Technical response (Appendix 3) and Standard Supplier Questionnaire (Appendix 4) as per the instructions set out in this ITT.

Please email responses to tenders@cheshireandwarrington.com by 4pm on 01/07/22

**SECTION 2 – Scope of Procurement**

Marketing Cheshire are looking to procure an Event Management company / supplier for the Chester Christmas Market.

Tenderers are requested to study the specification document in detail and ensure that the specified requirements can be met that are stated within the document.

The contract is expected to commence 11/7/22, with the exact dates to be agreed depending on the agreement between the successful provider and Marketing Cheshire.

 Tenders will be assessed based on the **M**ost **E**conomical **A**dvantageous **T**ender submitted.

**SECTION 3 – Background and specification**

Marketing Cheshire has delivered the Christmas Market in house since 2013. Over this period of time, the market has grown in size and reputation. It has been recognised as one of the best in Europe and has an established local and visitor market, with people travelling annually to experience the Christmas market and visit Chester for a weekend. Additionally, we have led coordinated Christmas marketing campaigns, working with Chester BID, Chester Zoo, The Cathedral, Storyhouse and Cheshire West and Chester Council to showcase a Christmas in Chester experience. Last year this was brought together in a song and film developed by Matt Baker to articulate the Christmas experience in Chester.

Having established the brand profile and status of the Chester Christmas market, a sustainable business model, as well as long term relationships with reliable and high-quality local traders, moving forward it is our intention to continue to oversee the Christmas market from a strategic perspective, ensuring it is integrated into the Destination Chester programme of activity, but outsource delivery to an experienced supplier, who would work under contract to Marketing Cheshire.

The Chester Christmas market is required to operate for a minimum period of a month during late November and for the first three weeks of December. It takes place in the public realm area outside the town hall and the new Northgate development.

This contract will run for up to five years and bids should be prepared on this basis. Marketing Cheshire nevertheless reserves the right to give notice break the contract at its discretion at any time after the third year (Christmas 2024), such notice to be given by 30th June in the year prior to the next Christmas market.

**Contract requirements**

1. **Lead operational delivery of the Chester Christmas market. This includes;**
	1. Financial management of the Chester Christmas market, including preparing a financial plan for the market to be approved by Marketing Cheshire by 31st July annually
	2. Recruitment of stall holders in a way which is complimentary to the city offer and management of quality control. Agreement of stall-holder criteria with Marketing Cheshire and involvement of Marketing Cheshire on trader shortlisting
	3. Invoicing, ensuring payment and ongoing communication of stallholders
	4. Development of site layout plans in liaison with Cheshire West and Chester Council
	5. Development of an annual delivery plan in liaison with Cheshire West and Chester Council safety advisory group
	6. Appointment of contractors for example builders, electrician, security, waste services and payment of all invoices
	7. Responsibility for insurance and permissions such as alcohol licence, events licence and planning permission.
	8. Purchase/rent and storage of good quality stalls for use at the Christmas market
	9. Secure sponsorship for the Christmas Market where appropriate
	10. Payment of annual market licence fee (£8k + vat in year 1)
2. **Work with Destination Chester on the promotion and development of Christmas in Chester**
	1. Participate in regular Christmas planning meetings with other city stakeholders
	2. Develop ideas for growth and development of the Chester Christmas Market
	3. Liaise with the council market team to ensure coordination of offer, marketing and promotion
3. **Engage with Marketing Cheshire on handover of operational delivery**
	1. Purchase of 14 stalls currently owned by Marketing Cheshire for a fee of £24,987+ VAT – which is a precondition of contract award and shall be paid on contract award.
	2. The stallholder database shall remain the property of Marketing Cheshire. The contractor shall be responsible for the stallholder database management and email/telephone enquiries, acting as data controller and processor, during the contract period and ensure an orderly handover of the database at the end of the contract term.
	3. Propose profit share arrangement with Marketing Cheshire to reflect the reputation and profile Marketing Cheshire have generated by delivering the Christmas Market over the past 7 years and cover the below services

**Marketing Cheshire will support the contractor on an annual basis with the following services**

1. Strategic engagement with Cheshire West and Chester Borough Council and other stakeholders
2. Marketing delivery, including operation of the Chester Christmas market social media channels and provision of PR services and marketing campaigns through Destination Chester
3. Provide stallholder databases to ensure ongoing recruitment of established traders

Please note the appointment of this contract is subject to the agreement with Cheshire West and Chester for Marketing Cheshire to lead the Chester Christmas Market being in place.

**SECTION 4 – Procurement Process**

**4.1 Procurement Stages**

This is a procurement exercise conducted in accordance with the Open **Procedure** commonly used in public sector procurement exercises.

**SECTION 5 – Award Criteria**

**5.1 Award Criteria**

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

|  |  |  |
| --- | --- | --- |
| **5.1.1** | **Company background**  | **Pass/ Fail** |
| **5.1.2** | **Relevant Experience** | **25%** |
| **5.1.3** | **Approach** | **25%** |
| **5.1.4** | **Financial plan and proposal** | **50%** |
| **Total** |  | **100%** |

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

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

* 1. **Supplier Evaluation**

Subject to passing the background checks, the evaluation of submissions will be on the criteria listed below in **5.3.1, 5.3.2 and 5.3.3.** The criteria will count for 100% of the overall evaluation with the relevant weightings listed next to each individual criteria stated below.

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

 **WEIGHTING**

**5.3.1 Experience (800 words limit + up to 200 words for each testimonial)**

1. Provide a maximum of 2 examples demonstrating your experience delivering similar projects **20%**

ii) Please provide three client testimonials (quotes)  **5%**

* + 1. **Approach (1000 words limit)**

How do you propose to deliver the Chester Christmas Market. Please detail your proposal in relation to the points identified in the contract requirements section on page 5 and 6. Please also include your intention to operate stalls yourselves and details about your company structure and key personal who will be responsible for delivery of the Chester Christmas Market. **25%**

**5.3.3 Value for Money (1000 words limit)**

Please detail an outline financial model for delivery of the Chester Christmas Market. In this we would like to see

* + - Your proposed stall fees
		- Inclusion of payment of licence fee
		- Inclusion of payment of stalls (can be defrayed over a number of years)
		- Expected costs
		- Your expected profit annually and projections for future years
		- Proposed profit share with Marketing Cheshire

**50%**

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.

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

**NOTE: If any criteria within the specification document are classed as non-compliant Marketing Cheshire will not be able to take your tender through to the next stage. If however you state that you are non-compliant and are able to provide an alternative solution, then this may be considered but not a guarantee that it will be accepted.**

* 1. **Scoring Principles**

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

|  |  |
| --- | --- |
| **Scoring criteria** | **Score** |
| Failure to respond or irrelevant information which fails to meet the requirement | 0 |
| Response is unsatisfactory/only 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 provides added value | 5 |

* 1. **Evaluation Process**

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

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

Full or partial proposals that in the opinion of Marketing Cheshire are unrealistically low or not reasonable sustainable may be rejected.

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

* 1. **Contract Term**

The contract will run for up to five years and bids should be prepared on this basis. Marketing Cheshire nevertheless reserves the right to give notice break the contract at its discretion at any time after the third year (Christmas 2024), such notice to be given by 30th June in the year prior to the next Christmas market.

**SECTION 6 – Terms For Submission of Electronic Tenders**

**6.1 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 01/07/22. Late submissions will not be accepted.

Submissions will only be accepted if they are returned via email to tenders@cheshireandwarrington.com

**Proposed Timescale** 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 Marketing Cheshire reserves the right to extend and / or amend the timetable as necessary. Any major changes will be discussed with potential tenderers.

|  |  |  |
| --- | --- | --- |
| **Activity** | **Start Date** | **Finish Date** |
| Invitation to Tender (ITT) Submission (via Contract Finder)  | **14/6/22** |  |
| Tenderers must submit questions and comments regarding tender documents (ITT) |  | 22/6/22 |
| Marketing Cheshire responds to questions and comments via email to all tenderers |  | **24/6/22** |
| Tender Closes |  | **01/7/22** |
| Proposals evaluated |  | **7/7/22** |
| Bidders notified of contract award |  | **8/7/22** |
| Contract signing |  | **11/7/22** |
| Contract Period | 11/7/22 | **31/12/26** |

**6.2 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 Marketing Cheshire commits Marketing Cheshire to award a contract to you or any other bidder, even if all requirements stated in the ITT are met. Marketing Cheshire is not responsible directly or indirectly for any costs incurred by your firm in responding to this ITT and participating in Marketing Cheshire’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 Marketing Cheshire 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 Marketing Cheshire during the bidding process should only be with the individuals named in the letter sent from Marketing Cheshire dated 14th June as the Marketing Cheshire tender contacts. Respondents shall not offer or give any consideration of any kind to any employee or representative of Marketing Cheshire 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 Marketing Cheshire.

**6.3 Response/Return of Invitation to Tender**

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

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

1. **Completion of Tenderer Declaration (Appendix 1)**
2. **Completion of Supplier Response (Appendix 2)**
3. **Completion of Standard Supplier Questionnaire (Appendix 3)**

**6.4 Questions**

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

Only questions submitted to this email address will be answered. It would be most helpful if queries could be submitted in one email rather than piecemeal.

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

**6.5 Material Misrepresentation**

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

**6.6 Collusive Bidding**

Collusive bidding is unaccepted by Marketing Cheshire. Any tenderer that is caught by Marketing Cheshire 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 Marketing Cheshire 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. **TUPE**

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

Marketing Cheshire 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. Marketing Cheshire 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. **Bribery**

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

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

**APPENDIX 1 Form of Tender**

Declaration by Tenderer ITT Title: Chester Christmas Market Event Management

1. I, *[insert name]* , certify that I am the person duly authorised to sign tenders for and on behalf of *[insert company name],* the tenderer, and having read the documents, offer to supply the goods, services or works:
* as set out in the letter of invitation to tender, the specification and accompanying tender documents, samples and/or drawings.
* under the terms and conditions indicated
* at the price (or prices) specified in the attached tender documentation.

2. It is agreed that any or other terms and conditions of contract or any caveats, assumptions, reservations or exclusions that may be printed on correspondence emanating from the tender, or any Contract resulting from this tender, shall not be applicable to this tender or agreement.

3. I certify that this is a bona fide tender and that I have not fixed or adjusted the amount of the tender by, or under, or in accordance with any agreement with any other person. I have not done, and undertake that I will not do at any time before the hour and date specified for the return of the tender, any of the following acts:

* Communicate to a person other than Marketing Cheshire, 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 Marketing Cheshire reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as Marketing Cheshire may decide. Marketing Cheshire 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 Marketing Cheshire

|  |  |
| --- | --- |
| 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 - SUPPLIER TECHNICAL QUESTIONS & ANSWER SHEET**

**EXPERIENCE (25%)**

**Provide a maximum of 2 examples demonstrating your experience delivering similar projects (20%) Maximum 800 words**

ANSWER FEEDBACK

**Please provide three client testimonials, giving client name, value of contract and work undertaken (5%) Maximum 200 words**

ANSWER FEEDBACK

**APPROACH (25%)**

How do you propose to deliver the Chester Christmas Market. Please detail your proposal in relation to the points identified in the contract requirements section on page 5 and 6. Please also include your intention to operate stalls yourselves and details about your company structure and key personal who will be responsible for delivery of the Chester Christmas Market. (**25%) Maximum 1000 words**

ANSWER FEEDBACK

**VALUE FOR MONEY (50%)**

**i).** Please detail an outline financial model for delivery of the Chester Christmas Market. In this we would like to see

* + - Your proposed stall fees
		- Inclusion of payment of licence fee
		- Inclusion of payment of stalls (can be defrayed over a number of years)
		- Expected costs
		- Your expected profit annually and projections for future years
		- Proposed profit share with Marketing Cheshire

**25% Maximum 1000 words**

ANSWER FEEDBACK

Please supply separate spreadsheet of outline proposal if preferred.

**APPENDIX 3 – Standard Supplier Questionnaire**

|  |  |
| --- | --- |
| **Section 1** | **Potential supplier information** |
| **Question number** | **Question** | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information |       |
| 1.1(b) - (i) | Registered office address (if applicable) |       |
| 1.1(b) - (ii) | Registered website address (if applicable) |       |
| 1.1(c) | Trading status1. public limited company
2. limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. other (please specify your trading status)
 |       |
| 1.1(d) | Date of registration in country of origin |       |
| 1.1(e) | Company registration number (if applicable) |       |
| 1.1(f) | Charity registration number (if applicable) |       |
| 1.1(g) | Head office DUNS number (if applicable) |       |
| 1.1(h) | Registered VAT number |       |

**APPENDIX 4 – Conditions of Contract**

Marketing Cheshire SLA 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. This will be supplied on award of contract.