**Invitation to Tender**

ESIF Applications – Development and Delivery of Legal Masterclasses

**Cornwall Development Company:**

**TEN402**

25th May 2017



# About Cornwall Development Company

Cornwall Development Company (CDC) is the economic development service of Cornwall Council (CC) and is part of the Corserv Group of companies.

On behalf of CC, Cornwall & the Isles of Scilly Local Enterprise Partnership (LEP) and a range of stakeholders, CDC provides a bespoke, business facing service which helps deliver the economic vision and strategy for Cornwall.

We achieve this through the expertise and professional commitment of our staff covering a wide range of economic development activities.

# Background and context

The Cornwall and Isles of Scilly Growth Programme is the European economic regeneration programme for the region. Running until 2020, it will contribute to the EU ambition to deliver smart, sustainable and inclusive growth.

The Cornwall and Isles of Scilly Growth Programme is funded through the European Structural & Investment Funds (ESIF), comprising of European Regional Development Fund (ERDF) and European Social Fund (ESF) with an aligned contribution from the European Agricultural Fund for Rural Development (EAFRD).

In order to support the delivery of the Growth Programme in C&IoS, Cornwall Council is leading on a Technical Assistance (TA) funded project. Within its TA Team, CC employs specialists who support policy making and programme development.  CC is also an Intermediate Body responsible for agreeing with the Managing Authorities the formulation of new Calls for projects. CC also has a dedicated communications team, who promote the Growth Programme, maintain public relations and promote and advertise new funding Calls.  CDC is a Delivery Partner within CC’s TA project and employs a ‘Programme Facilitation Team’, which provides potential ESIF applicants with specialist support and guidance through the application process.

# Tender requirements

3.1 The Commission

CDC wishes to commission an experienced provider to develop appropriate material and deliver four Legal Masterclasses. These will cover key aspects of the ESIF application process, highlighting the areas that prospective applicants need to be aware of in formulating their projects and bids. The material presented should focus on the legal aspects most relevant to the ESIF process, specifically including the areas of State Aid and procurement, but also covering other relevant areas of the ESIF application forms/processes and the Managing Authorities’ Grant Funding Agreements.

The audience for the Masterclasses is to be determined but is likely to consist of businesses, public sector bodies and VCSE organisations, who may be interested in applying for ESIF funding to support eligible projects. CDC will book (and pay for) the venues and refreshments, and organise attendees at each of the Masterclasses.

Each Masterclass will take place across a whole morning lasting approximately 3-3.5 hours. The Masterclasses will form part of a full day of support, where the morning session will be followed by a separate support session provided by the Programme Facilitation Team (the successful provider will not be required to stay for the afternoon session). The provider is to suggest the format for the Masterclasses with their tender submission which will then be further expanded upon once the contract has been awarded. Each session is to comprise of a series of structured presentations on key topics with sufficient time built in for Questions and Answers immediately following the presentations.

3.2 Presentation materials

The providers presentation materials are to be made available in both electronic and paper format and will be made freely available to attendees and other interested parties during and after the event. These publicity materials will need to be fully compliant with the ESIF publicity requirements (see link in enclosure 2).

3.3 Venues

The Masterclasses will be held in four separate locations/venues across Cornwall which will be confirmed in due course. The tenderers should be prepared to travel to anywhere in Cornwall to deliver the events. However for tender pricing purposes, submissions should assume that one event will be held in each of the following locations:

* Penzance
* Truro
* St Austell
* Launceston

3.4 Other information

Any of the events may be filmed/photographed and the content made widely available via a range of communication methods (including the Growth Programme & CDC websites and social media). CDC will organise and pay separately for the filming and/or engage a professional stills photographer, for purposes of publicity.

# Tender Timetable

The anticipated timetable for submission of the Tender, completion of the project and interim tendering/contract process milestones, is set out below.

|  |  |  |
| --- | --- | --- |
| **Ref** | **Milestones** | **Date** |
| 4.1 | Tender Documents available on Contracts Finder | 25th May 2017 |
| **4.2** | **Latest date for raising clarifications (by email)** | **2nd June 2017** |
| 4.3 | Clarifications posted on Contracts finder by | 5th June 2017 |
| **4.4** | **Deadline to return the Tender to CDC** | **9th June 2017 (5.00 pm)** |
| 4.5 | Evaluation of Tender by CDC | 12th & 13th June 2017 |
| 4.6 | Successful and unsuccessful tenderers notified | 14th June 2017 |
| 4.7 | Inception meeting at CDC’s offices, and start of contract | 19th June 2017 |
| 4.8 | Contract complete | 19th September 2017 |

# Budget

The indicative budget for this contract is a maximum of £15,000, including expenses, but excluding VAT. Tenders that exceed the maximum budget will not be considered. Please provide an overall total price for the works, broken down against the following headings;

|  |  |  |
| --- | --- | --- |
| **Ref** | **Budget** | **Detail** |
| 5.1 | Development & Preparation of resources  | To include * 4 x presentations in MS PowerPoint format (or similar) with accompanying annotated notes
* 30 x printed versions of the annotated presentations (indicative number for pricing purposes)
 |
| 5.2 | Attendance at sessions | Attendance at 4 x half day sessions  |
| 5.3 | Expenses | Provide a breakdown estimate of the total expenses associated with attendance at the indicative venues shown in Section 3.  |

# Cross Cutting Themes (CCTs)

ESIF Projects qualifying for funding support must incorporate the Cross-Cutting Themes which are essential for the achievement of a well-balanced, sustainable and innovative economy. There are two themes:

* Sustainable development
* Equal opportunities and non-discrimination.

Whilst there is separate specialist support available to applicants on the CCTs through the Programme Facilitation Team, the provider will need to consider the CCTs in all activities relating to this commission, ensuring that they comply with the requirements of these themes in their work and presentations which relate to these Masterclasses.

Specialist support to applicants on the CCTs will be available in the afternoon sessions and will be provided by the Programme Facilitation Team.

# Tender submission requirements

Please include the following information in your Tender submission.

* 1. Covering letter (two sides of A4 maximum) to include:
		+ Contact name for further correspondence
		+ Confirmation that the tenderer has the resources available to meet the requirements outlined in this brief and its timelines
		+ Confirmation that the tenderer accepts all the Terms and Conditions of the Contract (see Enclosure 1)
		+ Confirmation that the tenderer will be able to meet the Corporate Requirements (see Section 14) to include confirmation that Health & Safety, Equality and Diversity and Environmental policies are in place and, if successful, supporting documentation will be provided as evidence
		+ Confirmation that the tenderer holds current valid insurance policies as set out below and, if successful, supporting documentation will be provided as evidence
		+ Conflict of interest statement
	2. Details of the providers relevant experience and expertise in the field to be evidenced by;
* Details of the suggested format/agenda and proposed content of the Masterclasses.
* 3 case studies/summaries of similar commissions delivered elsewhere are to be provided, comprising no more than one side of A4 each
* CVs of all individuals who will be engaged in delivering the commission. Each CV should be a maximum of 2 sides of A4.
	1. A cost allocation for each of the activities as set out at Sections 5.1-5.3 above.

# Tender process

This tender is being issued through an Open Tender process. The selection process will be carried out via assessment of the tender submission in accordance with the tender evaluation methodology set out below.

# Tender evaluation methodology

Proposals will be scored in accordance with the methodology set out below. The score for Requirements 7.2 will be assessed using the Scoring Matrix for Evaluation Criteria within Section 11. The overall total score will be arrived at by adding the individual scores for 7.2 and 7.3, assuming the tender first passes the Requirement 7.1 Pass/Fail assessment.

**For more detail on each ‘Requirement’ please see Section 7.**

|  |  |  |
| --- | --- | --- |
| **Ref** | **Requirement** | **Score** |
| 7.1 | Acceptable cover letter including confirmation of the requirements detailed in Section 7 | Pass /Fail |
| 7.2 | Meets all the requirements of the brief, including the suggested format/agenda and proposed content of the Masterclasses  | 40 marks |
|  | Clear evidence of experience of provider from cases studies supplied | 20 marks |
|  | Clear evidence of experience of consultant from CVs supplied | 20 marks |
| 7.3 | Cost: The lowest bid will be awarded the full 20 marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid, i.e;Marks awarded = 20 x lowest bid / bid | 20 marks |

**Please note that by submitting a Tender, the applicant must accept the terms and conditions of CDC as outlined in the attached Terms and Conditions of the Contract**

# Tender timetable

Please submit the Tender document by email or post or in person by **5.00pm Friday 9th June 2017.**

If submitting electronically, please send by email to finance@cornwalldevelopmentcompany.co.uk with the following wording in the subject box: “Tender TEN402. Strictly Confidential. ESIF Applications - Development & Delivery of Legal Masterclasses”

Tenderers are advised to request an acknowledgement of receipt when submitting by email.

If submitting by post or in person, the Tender must be enclosed in a sealed envelope, only marked as follows:

“Tender TEN402 Strictly Confidential. ESIF Applications – Development & Delivery of Legal Masterclasses”

Nicky Pooley

Head of Corporate Services Cornwall Development Company Tyncroft House

Station Road Pool

Redruth

Cornwall TR15 3QG

The envelope should not give any indication to the tenderer’s identity. Marking by the carrier will not disqualify the tender.

# Tender assessment

# Each Tender will be checked for completeness and compliance with all requirements.

During the tender assessment period, CDC reserves the right to seek clarification in writing from the tenderers, to assist it in its consideration of the tender. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria set out in this Invitation to Tender.

CDC is not bound to accept the lowest price or any tender. CDC will not reimburse any expense incurred in preparing tender responses. Any contract award will be conditional on the Contract being approved in accordance with CDC’s internal procedures and CDC being able to proceed.

The following table provides information on how the tenderer’s response to Requirement 7.2 above will be evaluated:

|  |
| --- |
| Scoring Matrix for Evaluation Criteria |
| Score | Judgement | Interpretation |
| 5 | Excellent | Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.  |
| 4 | Good | Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response. |
| 3 | Acceptable | Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response. |
| 2 | Minor Reservations | Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |
| 1 | Serious Reservations | Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |
| 0 | Unacceptable | Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |

# Tender clarifications

Any clarification queries arising from this Invitation to Tender which may

have a bearing on the offer should be raised by email to: Sue Patton (sue.patton@cornwalldevelopmentcompany.co.uk) by 2nd June 2017 and strictly in accordance with the Tender Timetable in Section 4 above.

Responses to clarifications will be anonymised and uploaded by CDC to Contracts Finder and will be viewable to all tenderers.

No representation by way of explanation or otherwise to persons or corporations tendering or desirous of tendering as to the meaning of the tender, contract or other tender documents or as to any other matter or thing to be done under the proposed contract shall bind CDC unless such representation is in writing and duly signed by a Director/Partner of the tenderer. All such correspondence shall be returned with the Tender Documents and shall form part of the contract.

# Point of contact

Tenderers must provide a single point of contact in their organisation for all contact between the tenderer and CDC during the tender selection process.

# Corporate requirements

CDC wishes to ensure that its contractors, suppliers and advisers comply with its corporate requirements when facilitating the delivery of its services. It is therefore necessary to ensure that the contractor can evidence their ability to meet these requirements when providing the services under this commission.

All Tender returns must include confirmation that evidence of the following can be provided if the tender is successful.

*Equality and Diversity*

CDC is committed to providing services in a way that promotes equality of opportunity. It is expected that the successful tenderer will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation. The tenderer will be required to provide a copy of their Equality and Diversity Policies/Practices if successful in securing this contract.

*Environmental Policy*

CDC is committed to sustainable development and the promotion of good environmental management. It is expected that the successful tenderer will be committed to a process of improvement with regard to environmental issues. The tenderer will be required to provide a copy of their Environmental Policies/Practices if successful in securing this contract.

*Indemnity and Insurance*

The contractor must effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the contractor’s obligations and liabilities under this contract, including but not limited to:

* + Professional indemnity insurance with a limit of liability of not less than

£2 million;

* + Public liability insurance with a limit of liability of not less than £5 million;
	+ Employers liability insurance with a limit if liability of not less than

£5 million

All insurances shall cover for any one occurrence or series of occurrences arising out of any one event during the performance of this contract.

The tenderer will be required to provide a copy of their insurance policies if successful in securing this contract.

In addition, the contract will be subject to the following legislation.

*Freedom of Information Legislation*

CDC may be obliged to disclose information provided by bidders in response to this tender under the Freedom of Information Act 2000 and all subordinate legislation made under this Act and the Environmental Information Regulations 2004 (Freedom of Information Legislation). Tenderers should therefore be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. CDC will proceed on the basis of disclosure unless an appropriate exemption applies.

Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if it is in the public interest.

*Prevention of Bribery*

Tenderers are hereby notified that CDC is subject to the regulations of the Bribery Act 2010 and therefore has a duty to ensure that all tenderers will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, this legislation.

*Health and Safety*

Tenderers must at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements. The tenderer will be required to provide a copy of their Health & Safety Policies/Practices if successful in securing this contract

*Exclusion*

CDC shall exclude the tenderer from participation in this procurement procedure where they have established or are otherwise aware that the organisation, to include administrative, management or supervisory staff that have powers of representation, decision or control of the applicant’s company, has been the subject of a conviction by final judgment of one of the following reasons:

* Participation in a criminal organisation
* Corruption
* Fraud
* Terrorist offences or offences linked to terrorist activities
* Money laundering or terrorist financing
* Child labour and other forms of trafficking in human beings

*Sub-contracting*

Tenderers should note that a consortium can submit a tender but the sub-contracting of aspects of this commission after appointment will not be allowed.

*Content ownership*

By submitting a tender application, the tenderer acknowledges that the copyright to all material produced during the project will be the property of CDC and can be widely disseminated to external audiences.

*Document Retention*

All documentation (electronic and hard copy) produced as part of this contract will need to be returned to CDC at the end of the contract so that we can retain them for future reference/audit. The contractor will not be expected to store these documents for future reference.

*Conflicts of Interest*

Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, **please confirm within your tender submission** whether, to the best of your knowledge, there is any conflict of interest between your organisation and CDC or its project team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

Receipt of this statement will permit CDC to ensure that, in the event of a conflict of interest being notified or noticed, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial panel.

# Disclaimer

The issue of this documentation does not commit CDC to award any contract pursuant to the tender process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between CDC or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between CDC and any other party (save for a formal award of contract made in writing by or on behalf of CDC).

Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to the tenderers by CDC or any information contained in CDC’s publications is supplied only for general guidance in the preparation of the tender response. Tenderers must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by CDC for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

CDC reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

Cancellation of the procurement process (at any time) under any circumstances will not render CDC liable for any costs or expenses incurred by tenderers during the procurement process.

# Enclosures

* Terms and Conditions of the Contract (Enclosure 1)
* Links to ESIF Programme guidance documentation, Grant Funding Agreement (standard template), publicity guidance and ESIF application forms (Enclosure 2).