

TENDER SPECIFICATION DOCUMENT

EU Exit Readiness Advice Services

Framework tender for the supply of EU exit readiness advice services for businesses in D2N2, LLEP and GLLEP areas

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1. Introduction

- 1.1. East Midlands Business Ltd (EMB) is a private company which provides a range of business consultancy and programme management services.
- 1.2. EMB is seeking to establish a framework of suppliers to deliver EU exit readiness specialist advice to businesses.

2. Background

- 2.1 The Government wishes to ensure that businesses are prepared for the UK's exit from the European Union and that businesses understand what changes they may face as a result. To assist this, the Department for Business, Energy and Industrial Strategy (BEIS) is providing funding to Growth Hubs, run by Local Enterprise Partnerships, to support businesses. EMB is working with a number of Growth Hubs in the East Midlands to make available specialist consultancy for businesses on a range of subjects related to EU exit.
- 2.2 The aim of this work is to ensure that businesses have access to information, advice and support to enable them to be as ready as possible for the UK's exit from the EU.

3. Tender Specification

- 3.1 EMB is seeking to establish a framework of suppliers who can deliver specialist advice to businesses in the following Local Enterprise Partnership areas:
 - Derby, Derbyshire, Nottingham and Nottinghamshire
 - Leicester and Leicestershire
 - Greater Lincolnshire.
- 3.2 The areas of specialist advice that we are particularly seeking to provide through this framework are:
 - **Risk Management:** Specialist advice to identify and manage risks arising from UK's exit from the EU;
 - **Managing contracts and intellectual property:** Specialist advice for businesses to identify potential issues in existing contracts with customers, suppliers and other parties;
 - **Supply Chain Analysis:** Specialist advice to support businesses to examine their supply chain and identify areas of risk, such as suppliers in the EU;
 - **Workforce:** Specialist advice for businesses that employ citizens from European Economic Area (EEA) countries or who transfer staff between the EU and the UK;
 - **Data:** Specialist advice for businesses that process the personal data of citizens of EEA countries, and;
 - **Customs:** Specialist advice for businesses that import or export goods to help them understand and be ready for any changes in customs declarations.

We are however also interested to hear from suppliers that believe that they have relevant expertise in other EU Exit related areas.

- 3.3 Referrals will be made to Specialist Advisers when the local Growth Hub's Brexit Adviser identifies that a business has a need for additional specialist support to help the business prepare for EU exit.
- 3.4 EMB will then make a referral to a Specialist Adviser and agree the specialist support to be provided. In each case, EMB will issue a Purchase Order to the Specialist Adviser for the agreed support.
- 3.5 The Specialist Adviser will be expected to meet with the client business, explore the issue in-depth with the business and then agree an Action Plan with the client. Following the meeting, the Specialist Adviser will write up the agreed Action Plan and issue the Action Plan to the client business.
- 3.6 The Specialist Adviser will ensure that any required forms are completed and signed by the client.
- 3.7 On completion of the agreed Action Plan, the Specialist Adviser will issue an invoice to EMB for payment, along with the evidence paperwork.
- 3.8 The fee payable to the Specialist Adviser for this service is £750 per business intervention, plus VAT if applicable, and inclusive of expenses. Potential suppliers should note that these fees are not negotiable.
- 3.9 Appointment to the Framework does not guarantee any level of work to the appointed supplier(s) as this will depend on client needs.
- 3.10 Successful suppliers may be asked to comply with some simple brand guidelines.

4. Duration of Contract

- 4.1 The framework contract is planned to run from November 2019 and will be in place until March 2020, but may be extended.

5. Requirements

- 5.1 EMB is inviting tenders from suitably qualified suppliers for the provision of specialist business advice services. Suppliers must be able to demonstrate a proven track record in delivering similar services to enterprises.
- 5.2 Suppliers must be able to deliver in one or more of the LEP areas identified at 3.1. This includes the Local Authority areas of North and North East Lincolnshire.
- 5.3 Suppliers should possess and maintain public and professional indemnity insurance and employer's liability insurance (if applicable).
- 5.4 The above specification points are not an exhaustive list. The successful tenderer may therefore be requested to provide additional services. Such services will be agreed between the supplier and EMB.

6. Payment

- 6.1 The fee payable to the Specialist Adviser for delivering the specialist business advice is £750 per completed intervention, plus VAT if applicable, (inclusive of expenses).
- 6.2 On completion of the agreed support, the Specialist Adviser will issue an invoice to EMB for payment, along with the completed paperwork.
- 6.3 EMB's normal payment terms for approved invoices is 30 days.

7. Content of Tender Submission

- 7.1 A template for your response is attached at Appendix A. Potential suppliers are asked to provide the following within their submission:
 - Your understanding of the requirements;
 - The proposed methodology that you will use to deliver the specialist support and the expected outcomes from that support;
 - Details of the key personnel who will be responsible for managing and undertaking the work, including their experience and professional qualifications;
 - Evidence of previous work relevant to this contract

8. Evaluation of Tenders

- 8.1 Tenders will be evaluated by an Evaluation Panel, which will determine which of the submissions provides EMB and its partners with the most confidence that those suppliers have the relevant experience, personnel and capability to meet the requirement's objectives.
- 8.2 Scores will be agreed for each response in line with the Scoring Methodology and criteria set out below:

<i>Criteria:</i>	<i>Assessment / Score:</i>	<i>Weighting:</i>	<i>Total possible:</i>
Understanding of the requirement	0(unacceptable)-4 (excellent)	5	20
Methodology	0(unacceptable)-4 (excellent)	5	20
Previous experience	0(unacceptable)-4 (excellent)	5	20
Personnel	0(unacceptable)-4 (excellent)	5	20
Total score available			80

- 8.3 Scores will be given based on the following assessment of responses:

Score:	Assessment:	Description of assessment:
0	Unacceptable	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Poor	Response is partially relevant and poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
2	Acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but

		may lack details on how the requirement will be fulfilled in certain areas.
3	Good	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
4	Excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.

9. Instruction to Tenderers

- 9.1 Please submit your full tender submission by **12 noon on 6th November 2019** to: **tenders@embltd.co.uk**
- 9.2 Submissions should be titled “**Tender for EU Exit Readiness Specialist Advice Services**”.
- 9.3 Tenderers should note that in the event that a bid is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that bid may be rejected.
- 9.4 Tenders submitted after the stipulated time and date advised will be rejected.
- 9.5 If you require further information concerning the tender process, or the nature of the proposed contract, in the first instance please contact tenders@embltd.co.uk with the subject line “*Tender for EU Exit Readiness Specialist Advice Services*”. No questions will be answered that provide a competitive advantage to any party tendering.
- 9.6 Should questions arise during the tendering period, which in our judgment are of material significance, we will post additional information on our website <http://www.emb-group.co.uk/our-businesses/east-midlands-business/> to explain the nature of the question, and our formal reply. All tenderers should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

10. Conditions of Tender

- 10.1 Tenderers may contact EMB using the e-mail address tenders@embltd.co.uk to obtain any further information about the requirements of the contract or the tendering procedures if these are not evident or clear from the documents supplied to tenderers.
- 10.2 For the avoidance of doubt, the tender specification document shall include all requirements explicit or implied within the invitation to tender.
- 10.3 EMB reserves the right to withdraw this tender document and all funding contained within it without notice.
- 10.4 No tender will be considered for acceptance if the tenderer has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of EMB. If a tenderer has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming of damages from the successful tenderers.

10.5 It is unlikely that any tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in the contract documents and (b) is delivered out of time or in a manner other than specified in the specification.

11. Collusive Tendering

11.1 In submitting a tender against this contract, the tenderer confirms that he has not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

11.2 The tenderer also certifies that at no time, before or following the submission of the tender, has the tenderer carried out any of the following acts:

- (i) communicating to a person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where such disclosure is required for the purpose of obtaining insurance;
- (ii) entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- (iii) offering or paying or giving or agreeing to give any sum of money 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 other tender or proposed tender for the said work any act or thing of the sort described above. The context of this clause the word 'person' includes any persons and any body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

12. Timetable for Submission

12.1 The procurement timetable is as follows:

Date	Activity
23 rd October 2019	Invitation To Tender published
12 noon on 6 th November 2019	Tender submission deadline
7 th /8 th November 2019	Panel Tender scoring and review
11 th November 2019	Decision on selected framework supplier(s) and notification to unsuccessful bidders

12.2 Bidders should note that although the submission date is fixed, the remainder of this timetable may be subject to change.

Appendix A: Template for Response

Section 1	Applicant 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 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)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(h)	Registered VAT number (if applicable)	
1.1(i)	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	YES <input type="checkbox"/> NO <input type="checkbox"/>
1.1(j)	Details of immediate parent company (if applicable): - Full name of the immediate parent company - Registered office address - Registration number - Head office DUNS number - Head office VAT number (Please enter N/A if not applicable)	
1.1(k)	Details of ultimate parent company (if applicable): - Full name of the ultimate parent company - Registered office address - Registration number - Head office DUNS number - Head office VAT number (Please enter N/A if not applicable)	

¹ See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

Section 2	Previous experience and contract examples
2.1	<p>Please provide details of three different instances where you have provided similar services to those outlined in the specification during the past three years.</p> <p>The named customer contact should be willing to provide written evidence to confirm the accuracy of the information provided below which we reserve the right to verify.</p>

	Instance 1	Instance 2	Instance 3
Name of customer organisation			
Contact person in the organisation			
Position in the organisation			
E-mail address			
Description of services provided			
Start date			
Completion date			

2.2	<p>If you cannot provide at least one example for question 2.1, in no more than 500 words please provide an explanation for this, e.g. your organisation is a new start-up</p>
Response:	

Section 3	Requirement Specific Questions
3.1	<p>Please provide details of the key personnel who will be responsible for managing and undertaking the work, including their experience and relevant qualifications. Please identify one named Account Manager who will co-ordinate your services.</p>
Response:	
3.2	<p>Please outline your understanding of our requirements and your proposed methodology for meeting our requirements.</p>
Response:	

Section 4		Insurances	
Do you have Public Liability Insurance?	<input type="checkbox"/> Yes	Limit: £	<input type="checkbox"/> No
Do you have Employers Indemnity Insurance?	<input type="checkbox"/> Yes	Limit: £	<input type="checkbox"/> No
Do you have Product or Professional Indemnity Insurance?	<input type="checkbox"/> Yes	Limit: £	<input type="checkbox"/> No

Section 5		Specialist services	
Please indicate below which specialist advice services you are able to deliver.			
5.1	Risk management	Yes / No	
	Managing contracts and intellectual property	Yes / No	
	Supply chain analysis	Yes / No	
	Workforce	Yes / No	
	Data	Yes / No	
	Customs	Yes / No	
	Other – please state:		

Section 6		Geographic availability	
Please indicate below the areas in which you are able to deliver.			
6.1	Derby, Derbyshire, Nottingham and Nottinghamshire	Yes / No	
	Leicester and Leicestershire	Yes / No	
	Greater Lincolnshire (inc. North and North East Lincs)	Yes / No	

Section 7		Contact Details and Declaration	
<p>I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.</p> <p>I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.</p> <p>I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.</p> <p>I am aware of the consequences of serious misrepresentation.</p>			
Contact name:			
Name of organisation:			
Role in organisation:			

Phone number:	
E-mail address:	
Postal address:	
Signature (electronic is acceptable):	
Date:	