



Cheshire and Warrington Local Enterprise Partnership

Invitation to Tender

Retained Legal Advice

August 2019



1. EXECUTIVE SUMMARY

Cheshire and Warrington Local Enterprise Partnership (CWLEP) supports economic development and growth in the sub region of Cheshire and Warrington through the distribution and administration of a range of Government and European grants and funds, including the Local Growth Fund, the Growing Places Fund and Evergreen loan funds. The CWLEP also partners with organisations to deliver on an agenda for providing support for business growth and skills development and administers funding for the Northern Powerhouse 11. CWLEP is not an accountable body in its' own right, Cheshire East Council (CEC) usually providing this role, with respective responsibilities of CEC and CWLEP encapsulated within a Service Level Agreement.

At an operational level CWLEP employs between 20-30 staff and enters into contracts, following the Public Contract Regulations with a variety of third-party suppliers, particularly for Information Technology, office accommodation and services, and consultants.

CWLEP would like to retain a legal firm to provide general advice on a wide range of legal documents in association with and in the course of conducting its business.

2. REQUIREMENT

In the normal course of its business CWLEP requires legal advice in respect of commercial contracts in both private and public sector settings, on public procurement regulations. We would like to retain a single law firm to provide and advise on template and draft agreements, non-disclosure agreements, heads of terms, memoranda of understanding, contracts, including the possible enforcement of contractual rights in the event of breach. Much of the CWLEP activity involves grant funding agreements and loan agreements and the requirement includes advice on these areas as well as security.

In addition, the firm may be asked to act as a resource and provide advice on employment matters and data protection.

This contract shall be for an initial period of 2 years with the possibility of a one-year extension. Being dependent on the nature and volume of activity undertaken by CWLEP over the period it is not possible to estimate a likely value to the work that will be incurred. When work is required, the successful firm will be asked to provide a quote using the day rates included in their tender submission if the work required is likely to exceed 7 hours.



3. TIMESCALES

Activity	Date
Issue brief for procurement	1st August 2019
Deadline for submissions	10.00am 22 nd August 2019
Appointment	1 st September 2019

4. Submission requirements

Bidders are required to submit tenders in an electronic format (i.e. MS Word/PDF) setting out the following:

- Background and experience of the firm.
- Track record of undertaking similar commissions.
- The proposed arrangements for account management including knowledge and expertise of key staff.
- Provide details of named staff for each discipline, e.g. contract law, employment law, dispute resolution, property, data protection etc.
- A breakdown of costs (hourly rates) by team member and disbursements. This should take the form of a table showing how rates will be amended when the overall value of work exceeds certain thresholds:

Total value of work	Less than £5,000	£5,000-£9,999	£10,000 - £19,999	Etc
Partner				
Director				
Senior				
Etc				

- Submissions should be sent via email FAO Ian Brooks to: tenders@871candwep.co.uk

5. Evaluation of tenders

Each proposal will be scored against the following evaluation questions, weighted as follows:

Evaluation question	Score
Background and experience of the firm	15
Experience of delivering similar assignments	15
Knowledge and expertise of staff	20



Price	50
Total	100

Each evaluation question will be scored using the following scoring criteria:

Scoring criteria	Score
Failure to respond or irrelevant information which fails to meet the requirement	0
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

6. Financial arrangements

Payments for services covered by this invitation to tender will be on submission of appropriate invoices, subject to CWLEP's standard payment terms. Payment against approved invoices will normally be within a maximum of 30 days. Invoicing arrangements will be agreed with the successful provider following the award of the contract.

7. Contract

A contract will be awarded to the tenderer whose proposal is deemed to be the most economically advantageous subject to agreement on conditions of that contract. Please note that the CWLEP reserves the right to cancel the tender process at any time prior to a contract being entered into. CWLEP is not bound to accept the lowest price or any tender submitted.

8. Further information and queries

If you require any clarifications relating to the information contained within this invitation to tender please contact Ian Brooks (contact details below) before **12:00 noon on 15th August 2019**. Responses to requests for clarification may not materially change any of the elements of the tenders submitted. Any additional information provided by the LEP as a result of requests for clarification will be made available to all potential bidders via the CWLEP website : <http://www.871candwep.co.uk/resource-types/tenders/>

Ian Brooks
 Finance and Commercial Director
 Cheshire & Warrington LEP
 Tel: 07508 527 997
 Email: ian.brooks@871candwep.co.uk

9. TENDER PROPRIETY

Confidentiality and Disclaimer

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



- 9.2. 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 CWLEP commits CWLEP to award a contract to you or any other bidder, even if all requirements stated in the ITT are met. CWLEP is not responsible directly or indirectly for any costs incurred by your firm in responding to this ITT and participating in CWLEP's procurement process.
- 9.3. All firms shall keep strictly confidential all information contained in this ITT, and other information or documents made available to it by or on behalf of CWLEP 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.
- 9.4. Contact by the firms with CWLEP during the bidding process should only be with the individuals named as the CWLEP tender contact. Respondents shall not offer or give any consideration of any kind to any employee or representative of CWLEP 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 CWLEP.

Material Misrepresentation

- 9.5. CWLEP 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.

Collusive Bidding

- 9.6. Collusive bidding is unacceptable to CWLEP. Any tenderer that is caught by CWLEP 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 CWLEP the amount or approximate amount of his proposal (except where such disclosure is made in confidence 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 CWLEP 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.



Bribery

- 9.7. 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
- 9.8. 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

Schedule 2

Declaration by Tenderer

ITT Title: Retained Legal Advice

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

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.