TENDer specifIcation

Tender Title: **Video Case study production**

ERDF Project: **C&W Access to Finance and SME Grant Service**

|  |  |
| --- | --- |
| Issue of Specification | 30/03/2022 |
| **Deadline for Responses** | **05/05/2022 - 5pm** |
| Reference Code | **SP05** |

March 2020PArt A: Background to Specification

This document comprises the following sections:

* Part A: Background to Specification which outlines the requirements of the service and provides guidance on completing the tender,
* Part B: Contractor Response Section, seeking supplier information
* Part C: Response to Tender through Responding to Tender Questions
* Please read carefully the instructions and answer all questions. If you have any queries regarding completing of the response please email procurement1@blueorchid.co.uk. We reserve the right to distribute the response provided to your question to other interested applicants (Please see FOI section).

# Background

The Cheshire & Warrington Access to Finance & SME Grant Service delivered by Blue Orchid, Cheshire West & Cheshire Council & Warrington & Co is an ERDF project which provides a range of services to SME across Cheshire & Warrington including.

1. 33% financial grant towards the implementation of a consultancy project which will facilitate growth and employment within the SME.
2. A programme of Access to Finance seminars and workshops
3. 1-2-1 consultancy to small businesses seeking advice and guidance to support an application for financial investment (approx. 2 days). i.e. Business loan application, British Business Bank/Northern Powerhouse Investment Fund Debt Micro-finance, etc.

To date 30 SMES have been awarded grant funding and either completed or are currently implementing consultancy-based projects which will lead to significant increases in their future growth and turnover.

Part of our goals for the project is to highlight and promote Blue Orchid & our partners delivery of SME Grant Management Services and the impact of the European Regional Development Funding which supported the project. Video content is a key enabler to highlight the impact of public funding to support SMEs and to help market our organisation and its programme management delivery.

We require a suitably experienced marketing agency/videographer to produce a number of high-quality video case studies featuring interviews with the grant recipient, the consultant appointed to deliver the project and the Blue Orchid Grant Manager/Director and including on-site filming if the clients business.

# Requirements of the Brief

The requirements are as follows:

* The production of 11 high quality video case studies featuring
  + Interview with grant recipient business owner
  + Interview with grant project consultant/supplier
  + Interview with A2F project staff e.g. Blue Orchid Grant Manager/ Local Authority Partner Project Staff
  + Location footage of client business premises/work activity
* Explainer film to outline the work and purpose of the project and provide an overview of the successful delivery, outputs and impacts achieved. Primarily for use on our website & YouTube channel.
* Final video case studies must be provided to Blue Orchid in a format suitable for uploading to Blue Orchids website, YouTube channel and LinkedIn account.
* The supplier may be provided with access to Blue Orchids website & social media accounts on order to publish the content directly.
* Provision of b-roll footage and images into a library for use in future communications & project proposals
* Supplier must be able to travel to grant client business premises across Cheshire & Warrington to conduct on-location filming.

**Copyright/Legal Ownership of Commissioned work**

In all instances, full copyright and authorship of all commissioned work will pass to the Client and Blue Orchid Enterprise Solutions Ltd copyright assets upon payment of invoice. The provider will waive all moral rights which they may have now or in the future(including, but without limitation) any of their rights under sections 77 and 80 of the Copyright, Designs and Patents Act, 1988, or similar laws of jurisdiction.

5.2 Blue Orchid Enterprise Solutions Ltd and its associated companies will have the right to use and reproduce the commissioned work without further charge or permission.

**Fair Use**

Providers will have limited permission to use copies of work produced in the execution of assignments for the Blue Orchid Enterprise Solutions Ltd in order to promote themselves, using a portfolio or similar promotional tool. This is considered by the Blue Orchid Enterprise Solutions Ltd to be ‘Fair Use’.

**Additional Requirements**

The above specification points are not an exhaustive list. The successful providers may therefore be required to adhere to additional requirements or may wish to suggest additional activity that would benefit the project.

# Preparing a Successful Application

* Successful applicants will demonstrate:
* Experience of turning complex information into engaging and memorable video content.
* Experience of conducting filmed interviews including knowledge of audio, lighting and filming techniques.
* Knowledge of Youtube live streaming
* Photography
* Ability to work flexibly as part of a team.

# Responding to the Tender

The scoring of the tender is based on the following criteria:

Curriculum vitae/Company Background Information Only

**Questions**

1. Meeting the Requirements of the Brief 25%
2. Background Knowledge/Experience 25%
3. Price 50%

# Timescales

The table below outlines the timescales for this tender and delivery of the project.

|  |  |
| --- | --- |
| Issue of Specification | 30/03/2022 |
| Deadline for Responses | 05/05/2020 - 5pm |
| Interview | N/A |
| Evaluation and Feedback | 09/05/2022 |
| Consideration of Award | 09/05/2022 |

# Pricing

The budget available for this project is between £10,000 - £20,000.

# Duration

We require the project to be completed by 31 October 2022.

# Minimum Score Threshold for Interview

Before an applicant is invited for interview, they first need to pass the minimum score threshold across Questions 1 (Meeting Requirements of Brief) and Questions 2 (Background/Experience). **A minimum combined score of 50 marks out of a total of 60 is required from Questions 1 and 2.** Failure to meet the minimum quality threshold will mean your application will not be further assessed and will not be considered for the award of contract.

TECHNICAL NOTEs

# No Contract

No information contained in this specification or in any communication made between Blue Orchid and any supplier in connection with this specification shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this specification. Blue Orchid reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process. Blue Orchid reserves the right to terminate the process at any time. Under no circumstances shall Blue Orchid incur any liability in respect of this specification or any supporting documentation. You accept Blue Orchid’s Terms and Conditions of Business and Requirements of ERDF Funding.

# freeedom of information

We are committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to Blue Orchid may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain **(in broad terms)** what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by Blue Orchid should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

No publicity regarding this tender, the award of the contract or any of the services will be permitted unless and until we have given express written consent to the publicity.

# Instructions for Completion

**Completed questionnaires should be submitted in electronic format and emailed to the email address given at the end of this section and by the due date as outlined in Deadline for Response in the Timescales section.**

**Any application received after the Deadline for Response shall not be opened or considered. We may, however, in our own absolute discretion extend the Deadline and in such circumstances. We will notify all applicants of any change.**

You should answer all questions as accurately and concisely as possible. Where a question is not relevant to your organisation, please state N/A (not applicable) and include a brief explanation if required.

Questions must be answered in English and submitted either in Microsoft Word readable format or Adobe Acrobat PDF.

Responses will be evaluated in accordance with the procedures set out in Part A. In the event that none of the responses are deemed satisfactory, Blue Orchid reserves the right to consider alternative procurement options.

Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that you will be excluded from further participation in the procurement.

## Consortia and sub-contracting

Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant part in the delivery of services or products under any ensuing contract. Responses must enable Blue Orchid to assess the overall service proposed. Where the proposed prime contractor is a special purpose vehicle or holding company, information should be provided of the extent to which it will call upon the resources and expertise of its members.

Blue Orchid recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Service providers/suppliers should therefore respond in the light of such arrangements as are currently envisaged. Please provide details of the proportion of any contract awarded under this contract that the prospective partner proposes to subcontract. Blue Orchid reserves the right to seek independent financial and market advice to validate information declared or to assist in the evaluation.

## Queries about the procurement

Any questions about the procurement should be submitted by e-mail to [**procurement1@blueorchid.co.uk**](mailto:procurement1@blueorchid.co.uk)

If we consider any question or request for clarification to be of such significance that all potential suppliers who have responded should be made aware of it, both the query and the response will be communicated to them, in a suitably anonymous form. All responses received and any communication from service providers will be treated in confidence.

# Supplier Selection

We will evaluate all proposals on the basis of the “most economically advantageous tender”.

Selection criteria at a general level will be a combination of both financial and non-financial factors and will consider:

1. Supplier Acceptability – status of supplier in relation to selection criteria below
2. Supplier Track Record (service history) - The Service Provider must be able to demonstrate a successful track record (service history) of providing similar services to those listed in the Official Journal of the European Union (OJEU) Call for Competition Notice.
3. Supplier Capacity and Capability – Assessment of the totality of resources and core competences available to the supplier(s).

Failure to provide a satisfactory response to any of the questions may result in us not proceeding further with the supplier. The information supplied will be checked for completeness and compliance before responses are evaluated.

Evaluation of subsequent stages will be undertaken in accordance with the overall Evaluation Strategy for the project. The high level Evaluation Criteria for the project are as follows:

* Specification compliance/ acceptable alternative
* Technical criteria
* Service Provision

The overall evaluation process will be conducted in a fair and equitable manner, so that we are able to consider the value for money of each proposal. This means that we may seek clarification of an application from any and all applicants, different clarification/information may be sought from different applicants.

Once we have reached a decision in respect of an award, we will notify all applicants of our decision. As this is below the OJEU financial threshold for light touch regime procurements, we do not intend to provide for a standstill period before entering into the contract. Any attempt by applicants to influence the contract award process in any way may result in the applicant being disqualified. Specifically, applicants shall not directly or indirectly at any time:

* Devise or amend the content of their application in accordance with any agreement or arrangement with any other person (other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.)
* Enter into any agreement or arrangement with any other person as to the form or content of any other application, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other application.
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting an application.
* Canvass us or any of employees or agents in relation to this tender.
* Attempt to obtain information from any of our employees or agents or our advisors concerning another application or application.

PART B: REsponse Section

# 1 ORGANISATION IDENTITY

All respondents should answer these questions. If your company is not currently registered in the UK, you should still try to answer each question, substituting any appropriate professional, commercial or other registration within your domestic jurisdiction.

Single sole trader business advisors are most welcome to apply and where an answer is not applicable please indicate as such.

**Information Only**

|  |  |
| --- | --- |
| Name of the company (Prime or single contractor) in whose name the tender would be submitted |  |
| Contact Name |  |
| Address |  |
| Telephone Number |  |
| E-mail Address |  |
| Company Registration number: (if any) |  |
| Date of Registration |  |
| Registered address if different from the above |  |
| VAT Registration number: (if any) |  |
| Company Background/Curriculum Vitae |  |

PART C: Scored Response

# 1 scored response to tender

**Please Note: Interview Represents 20% of Score**

|  |  |
| --- | --- |
| **Question 1. Meeting the Requirements of the Brief**. Please provide details of how you would provide the service based on the “Requirements of the Brief” section outlined above. (Max 2,000 words). *This is a minimum threshold question – please see notes above.* **SCORE 25%** | |
|  | |
| **Question 2. Background, knowledge and experience**. Please outline previous knowledge or experience of delivering this type of service before, use case studies if available. (Max 2,000 words). *This is a minimum threshold question – please see notes above.* **SCORE 25%** | |
|  | |
| 3. Pricing  **SCORE: 50%** | |
| **Service Delivery** | **Total Cost (exec VAT)** |
| Total Cost for Provision of Service |  |

Please note:

* All prices quoted shall be fixed and firm and shall apply for the full duration of the contract.
* Following that period, any requests for price changes must be accompanied by a written summary and supported by evidence to justify the proposed price change.
* No quantity or continuity of work is guaranteed to successful suppliers and this should be taken into account when completing the Pricing Schedule.
* All prices quoted shall be exclusive of Value Added Tax (VAT).
* All costs are deemed to include expenses and any other on-cost.

# COMPLIANCE WITH EC LEGISLATION/ UK PROCUREMENT LEGISLATION

## Non-payment of taxes

**Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**

|  |  |
| --- | --- |
| **Response** | Yes or No |

**If you have answered Yes to this question, please use a separate Appendix to provide further details**. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?

If you have answered “yes” to this question on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

## Grounds for mandatory exclusion

**Pass/Fail**

|  |  |  |
| --- | --- | --- |
| Do any of the circumstances as set out in the summary below of ineligibility conditions apply? | | Yes or No |
| If yes, please supply details: |  | |
| We may seek evidence at a later date, in confirmation of your answer. | | |

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

**Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?**

1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;
2. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
3. the common law offence of bribery;
4. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
5. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

(i) the offence of cheating the Revenue;

(ii) the offence of conspiracy to defraud;

(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or

(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

1. any offence listed—

(i) in section 41 of the Counter Terrorism Act 2008; or

(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
2. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
3. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
4. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
5. an offence under section 59A of the Sexual Offences Act 2003;
6. an offence under section 71 of the Coroners and Justice Act 2009
7. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
8. any other offence within the meaning of Article 57(1) of the Public Contracts Directive—

(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or

(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

Appendix 1 – Evaluation Criteria

Blue Orchid intends to award the contract to the Tenderer offering the most economically advantageous Tender in accordance with the Award Criteria and weightings set out in the paragraphs below.

Prior to evaluating Tenders, Blue Orchid will carry out an initial review of each Tender to confirm completeness and compliance with the Tender Requirements and may, at its discretion, reject a Tender which is incomplete and / or non-compliant. The following pre-evaluation process will be undertaken:

* **Compliance Check Stage:** to confirm completeness and compliance with the Tender Requirements. Blue Orchid may, at its discretion, reject a Tender which is incomplete or non-compliant;
* **Selection Stage:** to confirm compliance with any minimum standards / quality thresholds set out in the Tender. **Please note there is a minimum quality threshold for the combined value of Questions 1 and 2, of 50 marks out of 60.**
* **Tender Price Score:** This is calculated using the formula shown below for those applicants meeting the minimum quality threshold and technical compliance requirement.
* **Interview:** 20 marks are available to be awarded for the interview using the scoring methodology shown earlier in this Tender.
* **Evaluation Stage:** Blue Orchid will then determine the most economically advantageous tender by evaluating all those Tenders that have successfully passed through the above stages in accordance with the award criteria and weightings set out in the paragraphs below.

Any Tender that is accepted will be awarded to the most economically advantageous tenderer in accordance with the following criteria. **Please note there is a minimum quality threshold for the combined value of Questions 1 and 2, of 50 marks out of 60.**

**Part B: Contractor Information as follows:**

|  |  |
| --- | --- |
| **Part B Contractor Information** | **Assessment** |
| Organisational Background and/or CV | Information |

**Part C – Scored Response and Compliance**

|  |  |
| --- | --- |
| **Part C Award Criteria** | **Max Potential Score** |
| Question 1 – Response to the Tender | 25 |
| Question 2 – Knowledge & Experience | 25 |
| Question 3 – Price | 50 |

### QUALITATIVE – questions 1 and 2 plus interview

Each non-price criterion question (and interview questions) will be scored (referencing the above weighting) using the following methodology:

|  |  |
| --- | --- |
| Full Points | Proposal exceeds requirement. Demonstrated by clear, detailed information and unequivocal evidence |
| 75% of Points | Proposal completely meets requirement. Demonstrated ability to meet requirements with clear and convincing evidence |
| Half Points | Mostly meets requirement. Evidence is fairly clear and convincing; minor reservations in one or more key areas |
| 25% of Points | Mostly fails to meet requirements. Evidence is unclear and/or unconvincing in most areas, although convincing in some areas. Overall response casts doubt on ability to meet requirements |
| 0 Points | Significantly fails to meet requirements. In virtually all areas there is a lack of convincing evidence which casts serious doubt about the ability to meet requirements |

### PRICE – question 3

The lowest price will be awarded full marks and each other proposal will be awarded a score based on the percentage difference from the lowest price. See worked example below.

|  |  |
| --- | --- |
| **Scoring Model on Pricing** |  |
| **Lowest Price** | **£500** |
| **Bidder Price** | **£700** |
| **Difference** | **£200** |
| %age Score | 40% |
| Max Score | 40 |
| **Bidder Score** | **24** |

If the price seems abnormally low, further explanation as to the low price may be sought and evaluation of whether the quote is considered economically viable.

**END OF TENDER DOCUMENT**