

## Invitation to Tender

# Business Improvement District Development Programme

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### 1. Introduction

The Cheshire and Warrington Local Enterprise Partnership (the LEP) leads the growth of the Cheshire and Warrington economy through a powerful partnership between the private, public, and voluntary sectors to make the sub-region the UK's healthiest, most sustainable, inclusive and growing economy. As part of the LEP, Marketing Cheshire (MC) is the sub-region's Destination Management Organisation, appointed by Visit England as the Local Visitor Economy Partnership (LVEP), responsible for positioning Cheshire as a great place to live, work, study, invest and visit, working in partnership with the sub-region's three local authorities and tourism and hospitality businesses.

### 2. The Commission

Marketing Cheshire, on behalf of the Destination Chester partners including Cheshire West and Chester Council (CWaC), is seeking to appoint a suitably qualified consultant or consultants to deliver a phase 2 feasibility and options appraisal for a potential Tourism Business Improvement District (TBID) or Accommodation Business Improvement District (ABID) within the council boundary. This project is funded by the UK government through the UK Shared Prosperity Fund.

- This is a two-stage commission which envisages:
- Further feasibility work and wider consultation to build on the phase 1 study already produced
- Consideration of detailed options (see 'context' section below)
- Recommendations for a preferred option, leading to a decision at the end of December 2023
- Expert advice and support in the development of the preferred option to a ballot during 2024
- NB: Progressing to Stage 2 is subject to the outcome of the first stage of work and the eventual decision by the TBID steering group.

### 3. Context

Chester and Cheshire are one of the primary destinations in the UK, for both international and domestic visitors. The city's Roman heritage, its unique historic architecture and its position as the gateway to North Wales have led to it being much loved and visited for generations. The surrounding countryside is quintessentially English with charming villages, waterways and a number of historic houses as part of a growing leisure offer including high quality accommodation and food. Chester is also home to Chester Zoo, one of the biggest paid attractions in the UK, which is going from strength to strength. Other major attractions include Cheshire Oaks, Chester Cathedral and Chester Racecourse.

In order to enhance the current position, Destination Chester, a consortium of private and public sector players in the city and wider borough, decided in Summer 2022 to investigate a potential TBID. The findings of this initial feasibility study, produced by MOSAIC Partnership, were received in April 2023. Due consideration has been given to the report's findings and recommendations.

The primary recommendations are:

- Progressing a 'Tourism Only' TBID or Destination BID (DBID) for the whole council area (see list of NNDR classifications for inclusion at Appendix 1)
- Setting a threshold for inclusion of £18,000 Rateable Value (RV)
- A levy rate of 1.5%
- Excluding some key area including businesses within the two existing BIDs (Chester City and Northwich) and Cheshire Oaks
- That much wider consultation be undertaken as support, although strong, is limited to a small number of key stakeholders

The recommendation above (borough wide) generated a scope of c. 400 businesses providing approximately £500,000 per annum revenue. An option for a 'Chester Plus' boundary reduced these amounts to c. 300 business generating approximately £400,000.

Subsequent analysis work has been undertaken on the MOSAIC report by Marketing Cheshire's interim support consultants, OneDay, which will be made available to the appointed team.

Although no final decision to pursue a BID has been taken, Destination Chester has established a TBID steering group, facilitated by Marketing Cheshire, and now wishes to take the work forward, pursuing significantly wider consultation on the proposed TBID and also to consider alternative models including:

- Geographic considerations and the potential for a 'Chester only' approach
- An accommodation BID (A-BID) based on the model recently introduced into Manchester, at a range of geographies, although a 'Chester only' or Chester plus' is considered the most viable
- The impact of variations in sectoral inclusion, thresholds for levy contribution, and any potential exemptions

#### **4. Timescales**

An ambitious but achievable programme, compliant with legislation, has been developed which envisages the following broad potential timescale. This timescale is also mindful of the renewal ballot periods of two of the existing BIDs in the area. NB this timescale remains indicative and subject to further consideration by the steering group :

- Formal consultation including consultation prospectus: October & November
- Notice of Intention by BID proposer (TBC): Early November
- Report of Consultation: Mid December
- Decision to proceed (or otherwise): Mid December
- Development of BID proposal/business plan: February/March
- Issue proposal to potential levy payers: Mid April
- Ballot Date: Mid July

For this commission, Stage 1 will end in December, Stage 2 at the end of the eventual Ballot period.

## 5. Anticipated Work Programme

We expect that the appointed consultant will deliver the following items in stage 1. This list is not exhaustive.

- Expert advice and guidance to ensure full compliance with the BID Regulations
- Ongoing liaison and support for the Destination Chester TBID Steering Group and day to day liaison with Marketing Cheshire's project manager
- Review of the MOSAIC report, the base data and the subsequent work by OneDay
- Recommendations regarding the most appropriate BID proposer
- Consideration and modelling of options identified above and any others that may emerge during the consultation, this to include matters such as likely achievements, revenue generated, manageability, inclusion/scope
- Consideration and production of an appropriate baseline service statement and identification of the added value of the proposed BID at a variety of investment levels/BID models.
- Development of the consultation prospectus, a document that must be both legally compliant and generate enthusiasm amongst potential levy payers
- Development and implementation of a comprehensive formal consultation process to:
  - Provide stakeholder feedback on key priorities
  - Identify and articulate the key objectives of the proposed BID
  - Identify current activity gaps and provide recommendations to address them
  - Gauge feasibility and likely ballot outcome, including the voting intentions of key players.
- Production of a comprehensive report of consultation with clear and justified recommendations covering:
  - Type of BID to be adopted
  - Future governance, taking into account existing BIDs and partnerships
  - Preferred geography
  - Scope and inclusion, also referencing existing BIDs and the potential for 'double billing'
  - Key activity areas & targets, addressing any gaps in current provision
  - Income forecasts and indicative budget allocations (including delivery costs)
  - An agreed forward programme to an eventual ballot.
- Presentation of findings to different audiences/stakeholders including

Stage 2 requirements will be confirmed and agreed pending the decision reached regarding progressing. These will include the development of the formal proposals/business plan, advising on the setting up a Shadow Board, development of the governance model, further support on compliance, resourcing, and implementing the campaign towards a successful ballot.

### Proposals should include:

- Introduction (maximum 500 words)
- Detailed method statement (maximum 1000 words)
- Proposed timetable for production including key milestones (Table format - 1 page of A4)
- Demonstration of experience of providing similar services (maximum 1000 words)
- CV's of key personnel who will deliver the review (one A4 page summary per person)
- Financial proposal with daily rates and individual consultant day/time allocations

Proposals must be in an electronic format (e.g. MS Word/PDF) and emailed to : [tenders@cheshireandwarrington.com](mailto:tenders@cheshireandwarrington.com) by Tuesday 10<sup>th</sup> October at 3pm.

## 6. Financial Clarifications

There is a total available budget available of £50,000k+VAT to include all fees, deliverables, production costs for key documents, marketing, overheads, the ballot itself etc. We would expect a broad breakdown of £20,000 for stage 1 and £30,000 for stage 2 but prospective consultants can specify their own estimates.

## 7. Scoring criteria and weighting

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

Evaluation question	Score
Proposed methodology and approach to the commission	25
Experience of delivering similar commission and projects	20
Knowledge and expertise of team	25
Price	30
<b>Total</b>	<b>100</b>

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 inadequate, significantly failing to meet the requirements	1
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

## 8. 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 LEP reserves the right to cancel the tender process at any time prior to a contract being entered into. The LEP is not bound to accept the lowest price or any tender submitted.

## 9. Further information, queries and submissions

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](mailto:tenders@cheshireandwarrington.com) no later than noon on **Friday 6<sup>th</sup> October**.

Only questions submitted to this email address will be answered. Queries received after this date will not be accepted and will not be responded to. It would be most helpful if queries could be submitted in one email rather than piecemeal. If any question or request for clarification is considered to be of material significance, both the question and the response may be issued for review by all potential providers in a suitably anonymous form. All communication received from potential providers will be treated in strict confidence but are subject to this paragraph.

The closing date and time for the receipt of submissions is **16:00 hours (3pm) on Tuesday 10<sup>th</sup> October**. Late submissions will not be accepted.

Submissions will only be accepted if they are returned via email to [tenders@cheshireandwarrington.com](mailto:tenders@cheshireandwarrington.com) stating in the email subject which tender the submission relates to. Submissions sent by other means may not be accepted at the discretion of the Local Enterprise Partnership.

## 10. Tender Propriety

### Instructions to tenderers

Bidders:

- Shall either destroy or return all documentation related to the tender process if The LEP so directs
- Shall ensure that tenders are both technically and arithmetically correct. Should The LEP discover any arithmetical errors in the bidder's tender prices then these shall be pointed out to the bidder who shall immediately correct the errors or they shall be asked to withdraw its tender or hold the prices submitted, at the discretion of The LEP
- Shall not alter the ITT documents. Tender proposals will be deemed to comply entirely with the terms stated therein unless the bidder 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 additions made and agreed during the tender proposal assessment period. The LEP reserves the right not to contract or contract only in part with any bidder.

The information supplied within this ITT and accompanying documents reflects The LEP'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:

- The LEP 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;
- The LEP 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 bidder;
- 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 The LEP 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

The LEP 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.

# Terms and conditions of tender submissions

Please see below for the terms and conditions of this tender. Through submitting a bid on this tender, you are committing to meet and abide by these terms and conditions:

## 1. 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 The LEP commits The LEP to award a contract to you or any other bidder, even if all requirements stated in the ITT are met. The LEP is not responsible directly or indirectly for any costs incurred by your firm in responding to this ITT and participating in The LEP'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 The LEP 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 The LEP during the bidding process should only be via the contact stated within this ITT. Respondents shall not offer or give any consideration of any kind to any employee or representative of The LEP 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 The LEP.

## 2. Material Misrepresentation

The LEP 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.

## 3. Collusive Bidding

Collusive bidding is unacceptable to The LEP. Any tenderer that is caught by The LEP 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 The LEP 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.

## 4. 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.

## 5. TUPE

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

## 6. Data Protection Act Compliance

The successful bidder must comply with the UK General Data Protection Regulations (UK GDPR) and all applicable law concerning the processing of personal data and privacy. Full contract terms can be found within the terms and conditions (see Appendix 5). The LEP privacy notice can be found at:

<https://cheshireandwarrington.com/privacy-policy/>

## 7. Social Value

The LEP's vision to be the healthiest, most sustainable, inclusive and growing economy in the UK, closely aligns to the Government's social value priorities. Under the Public Services (Social Value) Act 2012 the LEP must consider: **a)** how what is being procured might improve the economic, social and environmental well-being of the area where it exercises its functions, and **b)** how, in conducting the process of procurement, it might act with a view to securing that improvement.

In addition, the National Procurement Policy Statement ([National\\_Procurement\\_Policy\\_Statement.pdf \(publishing.service.gov.uk\)](#)) sets out the following national priorities that should be considered alongside individual local priorities:

creating new businesses, new jobs and new skills;

tackling climate change and reducing waste, and

improving supplier diversity, innovation and resilience.

All successful suppliers must be willing to work closely with the LEP throughout the contract duration to assist them in achieving both their vision and their social value obligations.



# APPENDIX 1

## Form of tender to be completed and returned

### Declaration by Tenderer

**ITT Title: Invitation to Tender for a Feasibility Study into the Development of an Online Tourism Packaging Solution**

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:
  - a. as set out in the specification and accompanying tender documents, samples and/or drawings
  - b. under the terms and conditions indicated
  - c. 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 The LEP, 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 The LEP reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as The LEP may decide. The LEP 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 The LEP.



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**Authorised Signatory**

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**Date**

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**Name in BLOCK LETTERS**

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**Job Title**

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**Telephone Number**

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**E-mail address**

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Please ensure that the form is completed and signed before being returned with any other supporting documentation requested, by the due date and time.

**TBID Steering Group**

- Keith Blundell - Marketing Cheshire (interim)
- Carl Critchlow – Chester BID
- Steven Hesketh- Chester Hospitality Association
- Councillor Beacham – Cheshire West and Cheshire Council
- Dominic Strange – Chester Zoo
- Roz Munslow - Cheshire West and Cheshire Council
- Izzy Grey – We Love Good Times Ltd
- Colin Potts – University of Chester

## APPENDIX 2

### A: List of NNDR Classification recommended for inclusion within TBID

01 Accommodation (Apartments)	12 Accommodation (Serviced Apartment)
02 Accommodation (Boarding House)	13 Car Parking
03 Accommodation (Camping)	14 Entertainment & Leisure
04 Accommodation (Caravan Park)	15 Equestrian
05 Accommodation (Guest House)	16 Food & Drink
06 Accommodation (Holiday Cottage)	17 Heritage
07 Accommodation (Holiday Park)	18 Marina
08 Accommodation (Hostel)	19 Moorings
09 Accommodation (Hotel)	20 Public Convenience
10 Accommodation (Motel)	21 Public House
11 Accommodation (Self Catering Holiday Unit)	22 Transport

### B: Destination Chester Members and Steering Group Composition

01 Big Heritage	11 Chester Market
02 Blue Planet	12 Chester Racecourse
03 Canal and River Trust	13 Chester University
04 Cheshire Oaks	14 Chester Zoo
05 Cheshire West and Chester Council (members and officers)	15 Good for Nothing
06 Chester Attractions Partnership	16 Grosvenor Estates
07 Chester BID	17 Storyhouse
08 Chester Cathedral	18 Taste Cheshire
09 Chester Grosvenor Hotel	19 We Love Good Times Ltd
10 Chester Hospitality Association	20 West Cheshire Museums

### Current Agencies and other sales at Chester VIC

- Chester Sightseeing Tours
- Roman Walking Tours
- Ghost Tours
- Taste Of Chester Food Walking Tour
- Chester Running Tours
- Boat Tours Of Chester
- Deva Roman Discovery Centre
- Chester Zoo Tickets
- Mountain Goat
- Busy Bus
- National Express Coach Services
- Women Of Chester Tours
- Dark Chester Tour
- Cathedral At Height Tour
- Heart Of Chester Tour
- Medieval Tour
- Cheshire Show
- RAF Cosford Air Show
- Chester Male Voice Choir
- Chester Operatic Society
- Sick To Death
- Tudor And Stuart Tours
- Chester Gift Card –  
Delivered By Chester BID
- Heritage Festival Events
- Photography Tours