



## **The Royal Lyceum /Traverse Theatre Resilience Project Invitation to Tender (ITT) – Resilience Project**

### **Part 1: Introduction**

1. Primarily Funded by the Scottish Arts Council (SAC), the aim of the project is to commission consultancy advice proposing ways of closer operational collaboration between Edinburgh based cultural venues, in particular the main applicant organisations, the Royal Lyceum Theatre Company Limited and the Traverse Theatre (Scotland) Limited (Project Partners). Officers from these Project Partners form the project working group (the Project Panel) tasked with the delivery of the overall project and appraisal of tenders.
2. The Royal Lyceum Theatre Company Limited is acting as the Procuring Entity, in this collaborative project. The Project Panel invites tenders for delivery of those services stated in this Invitation to Tender (ITT) document and supporting appendices.
3. The contract will commence in September 2010 and will be completed by September 2011.

### **Part 2: The procurement**

#### **The specification**

The Project Panel's requirements are set out below. This is the "Specification" that will form part of the contract between the Royal Lyceum and the successful tenderer.

#### **Appendices**

Appendices i - iii provides terms and conditions by which all tenderers agree to be bound by and will regulate the successful tenderer's execution of the project.

### **Part 3: Project Requirements**

The Royal Lyceum Theatre Company is the leading repertory theatre company in Scotland, operating out of a historic proscenium arch theatre. The Traverse Theatre holds a unique position as Scotland's first purpose-built new writing theatre, based in the modern Saltire Court building, also within Edinburgh's "Cultural Quarter".

Both organisations are SAC Foundation Funded and have strong and diverse identities. The Lyceum produces a full season of challenging and varied repertory theatre while the Traverse champions new work and emerging talent and has developed a strong reputation for innovation throughout the UK and internationally.

As part of the SAC "Resilience" programme both companies are seeking ways of developing long-term cooperative working that would enhance the artistic asset provided by both organisations, while preparing them for the challenging funding environment ahead. The project will seek opportunities for enhanced income generation, exploiting efficiencies, while ensuring the unique cultures and artistic offerings are not diluted.

While the scope of this study initially includes the two applicant companies it is envisaged that the work would extend to potential cooperation with other cultural venues throughout the city.

#### **Outline scope of research:**

**Models** - Evaluation relevance of existing models of collaborative working within the artistic sector.

**Stakeholders** - Identify the needs of both internal and external stakeholders; to include audiences, Scottish Arts Council and the Edinburgh theatres sector.

**Partners** - Identify potential partner organisations with appropriate synergies.

**Artistic output** - Seek to develop and enhance the artistic outputs through marshalling of creative resources, to include production capacity, workshops and educational work.

**Income Generation** - Evaluate opportunities for enhanced income generation; through cooperative production and project initiatives as well as audience development and box office.

### **Outline scope of research (Continued)**

**Efficiencies** - Seek efficiencies through evaluating shared services for all ancillary functions.

**Environmental Impact** - Seek ways that collaboration can reduce the combined carbon footprint and limit the overall environmental impact.

**Opportunity Ranking** - Provide a range of potential opportunities ranked by resources required compared to benefit delivered.

**Deliverables** - It is imperative that project delivery includes initial implementation so that the project can be assessed on tangible outcomes.

## **Part 4: The Project Structure**

### **Resource and timeframe**

The total budget allocated to the two stages of the project is £106,000, which includes £6,000 in kind from the two principal organisations.

### **Project structure**

It is anticipated the project should take approximately 12 months and be in two parts:

#### **Stage 1 - Scoping project and opportunity ranking**

#### **Stage 2 – Detailed implementation plan and integration work**

Tenders are invited for the complete project however costings and methodology should reflect the two distinct stages, as detailed below.

## **Part 5: Required outcomes:**

### **Stage 1 -Required outcomes:**

**Operational Review** - A review of existing service provision across the two principal organisations, cross-referencing RLTC and Traverse's operational functions to look at how we might best work together.

The report will explore how RLTC and the Traverse might extend our existing collaborative practices to other potential partner organisations and in the process serve Edinburgh's objective of being a year-round cultural destination. This must be mindful of the distinctly different and diverse brand identities of the two partner organisations.

This review will involve interviewing key stakeholders to understand and identify any cultural and organisational specific concerns that may present barriers to organisational change.

**Detailed Work Plan** – Once the review is complete the consultant will produce a detailed and comprehensive list of opportunities for collaborative working. These will then be ranked by cost benefit and 'easy wins' identified. This opportunity appraisal will then be presented to the Project Panel and the consultant will facilitate to ensure a workable and mutually agreeable action plan is agreed, based on the opportunity ranking.

The consultant will clearly detail their involvement in the implementation of each respective opportunity listed in the agreed action plan.

**Facilitation** – To act as facilitator in discussion between the partner organisations ensuring mutually agreeable outcomes are reached. To ensure the range of opportunities appraised and their subsequent ranking is appropriate. To ensure that all partners and participant organizations are aware of all relevant information in discussions so that no party is disadvantaged during this process.

**Other** - To identify any other relevant opportunities across the sector.

## **Stage 2 -Required outcomes:**

**Strategic Plan** - Facilitate discussions between the partner organisations to arrive at a mutually advantageous and workable strategic plan for ongoing collaboration. This robust strategy will determine how the partner organisations can create a dynamic creative mechanism to deliver great theatre and great customer service. It should also generate cultural export opportunities, while locating and training creative industry talent to the highest standard.

**Implementation Plan** – Produce a detailed schedule of agreed opportunities for implementation. For each of these the resources and actions necessary for implementation, task owners and timescale must be clearly set out.

**Implementation** – The consultant must work with all partner organisations to ensure the implementation plan is enacted. This will include overseeing change management, providing guidance, coaching for management tasked with delivering change and reporting back to the Project Panel to ensure the Implementation plan is actioned in a timely and appropriate manner.

**Facilitation** – To act as facilitator in discussion between the partner organisations, ensuring mutually agreeable outcomes are reached. To ensure disputes or circumstances blocking implementation are identified at an early stage and action taken to remedy them.

## **Part 6: Tender requirements**

1. This Part 7 of the ITT is concerned with instruction to Tenderers on submission of Tenders, including an explanation of the required content of Tenders.

### **Introductory requirements**

2. The Tenderer should include full contact details, including the legal name of the Tenderer, a full postal address and, where the Tenderer is a company, the company number and the registered office.

3. A telephone number and email contact details for the Tenderer should also be provided.

### **Tender specific requirements**

4. All Tenders should include the following information:

a. the Tenderer's proposed approach and method statement to meeting the requirements of the Specification;

b. the Tenderer's relevant skills and previous experience;

c. the name of the person who will be principally responsible for performance and fulfillment of the Project Panel's Requirements, together with details of that person's relevant qualifications, skills, sector experience and project specific experience;

d. details of the other key personnel who would be involved in the performance and fulfillment of the Project Panel's Requirements and their relevant qualifications, skills, sector experience and project specific experience;

e. Pricing Requirements: to include a breakdown of hourly rates, total anticipated hours, expected travel and other overheads, representing the total cost to the Procuring Entity for the performance and fulfillment of the Project Panel's Requirements, including all expenses and outlays;

f. confirmation that the Tenderer will be able to accept the Royal Lyceum Theatre Company's Terms and Conditions, as issued with this ITT;

g. confirmation of the Tenderer's professional indemnity insurance cover and for any relevant sub-contractor;

h. confirmation that the Tenderer has not, and none of its directors, officers or proprietors have, been convicted of any criminal offence related to the business of the Tenderer or professional conduct.

### **General Requirements**

5. Tenderers should submit 2 hard copies of their Tender and one copy in electronic format emailed to the contact address provided. All Tenders shall be submitted in English.

6. All prices shall be stated in Sterling, inclusive of VAT.

### **Sub-contractors**

7. If the Tenderer proposes to use sub-contractors in relation to the performance and fulfillment of the Project Panel's Requirements, then the Tenderer must provide the same details in respect of each sub-contractor as it is asked to provide in respect of itself. For example, contact details should be given for each sub-contractor, as should key personnel, financial and insurance information.

### **Completion of Tenders**

8. Please note that if a Tenderer does not comply with any of the requirements of this ITT as regards the Tender, the Project Panel may (at its sole discretion) reject that Tender.

### **Submission of Tenders**

9. Tenders should be submitted in a sealed envelope or package, clearly marked as a "Tender Submission".

10. Tenders should be sent to:

Rory Kennedy B.Comm Hons CA  
Head of Finance and Operations  
Royal Lyceum Theatre Company Ltd.  
30b Grindlay Street  
Edinburgh EH3 9AX

[rkennedy@lyceum.org.uk](mailto:rkennedy@lyceum.org.uk)

11. Tenderers should ensure that their Tender is submitted no later than 12 noon on Monday 12<sup>th</sup> July 2010 (the "tender return date").

## **Part 7: The tender process**

1. Following the tender return date, the Project Panel will evaluate the Tenders it has received using the Evaluation Criteria outlined in Part 8.

A shortlist of Tenderers may be invited to interview to discuss their tenders. Following this interview, the evaluation of the tenders will be revisited, again applying the Evaluation Criteria, and the successful Tenderer selected on that basis.

2. The Project Panel's indicative procurement timetable is as follows:

<b>Date</b>	<b>Task</b>
30 May 2010	Issue of ITT for Stage 1 of project
12 July 2010	Tender Return Date
16 July 2010 (TBC)	Assessment Panel meeting
29 July 2010 (TBC)	Interviews
9 August 2010	Contract Award
1 September 2010	Contract Commences
20 September 2011	Contact Completion

### **Enquiries by Tenderers**

3. During the Tender preparation period, Tenderers may raise questions or requests for clarification contact from the Project Panel's appointed contact:

Rory Kennedy,  
Head of Finance and Operations,  
Royal Lyceum Theatre Company Limited.  
30b Grindlay Street  
Edinburgh EH3 9AX

DD: 0131 248 4859

[rkennedy@lyceum.org.uk](mailto:rkennedy@lyceum.org.uk)

### **Notification of Outcome**

4. All Tenderers who submit a Tender will be notified of the outcome of the tendering process in writing.

### **Phases**

5. As detailed in sections 4 and 5 of this document, the project methodology and costings must represent the two distinct stages. The Project Partners withhold the right to retender for the second stage before approving its commencement.

## Part 8: Evaluation Criteria

### 1. Introduction

1.1. Tenders will be evaluated by the Project Panel in accordance with the evaluation process set out below:

### 2. Standing of Tenderer

2.1. The Project Panel to assess the adequacy of Tenderer's cover.

2.2. Any Tenderer which the Project Panel considers to have material and relevant convictions relating to the Tenderer's business or professional conduct may not be taken forward.

### 3. Evaluation Process

3.1. All Tenders will be checked initially for compliance with the ITT and for completeness.

3.2. Any Tender which is not substantially compliant and/or complete with the ITT may, in the Project Panel's sole discretion, be rejected.

3.3. Complete and compliant Tenders will be evaluated by the Project Panel to determine the most economically advantageous Tender based on the following criteria:

<b>Commercial</b>	
Bid Price	<b>30%</b>
Day Rate	
<b>Project Delivery</b>	
Understanding of the project's purposes, objectives and outputs	<b>35%</b>
The Tenderer's knowledge and experience of research, collating and disseminating data and of producing guidance documentation and implementation	
The likelihood of the proposed methodology delivering the desired project outcomes	
The achievability of proposed timescales and project milestones	
<b>Experience</b>	
The relevance of the Tenderer's experience of cultural venues management and in particular independent producing theatre	<b>35%</b>
The Tenderer's knowledge and experience of the Scottish performing arts sector	
The Tenderer's knowledge and experience of change management, efficiency and process reviews and organisational restructuring	
The Tenderer's knowledge and experience of project management	

## **Appendix i: Conditions of Tendering**

### **1. Canvassing and Collusion**

1.1. Any Tenderer who, in conjunction with this competition or any resulting contract:

- offers any inducement, fee or reward to any member or officer of the Project Partners, or any person acting as an adviser for the Project Partners in connection with this competition or the contract; or
- does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
- contacts any officer of The Project Partners prior to the contract being awarded about any aspect of this competition or the contract in a manner not permitted by this ITT;

may be disqualified (without prejudice to any other civil remedies available to the Project Partners and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

### **2. The Project Partners' right to reject bids**

2.1. The issue of this ITT in no way commits the Project Partners to award any contract pursuant to the tendering process. The Project Partners are not bound to accept the lowest or any Tender and reserve the right to accept any Tender either in whole or in part.

2.2. The Project Partners reserve the right at its sole discretion to withdraw from the tendering process at any stage.

### **3. Tendering Costs**

3.1. Tenderers shall bear their own costs of tendering. The Project Partners shall not be liable for the costs of tender preparation, regardless of the outcome of the tender process.

### **4. Sub-contractors**

4.1. Where a Tenderer intends to use sub-contractors, it will be the responsibility of that Tenderer to provide its proposed sub-contractors with all the necessary information regarding this ITT.

## **Appendix ii: Form of Tender**

### **Form of tender for the Royal Lyceum / Traverse Theatre Resilience Project.**

The tenderer named below (the "Tenderer") hereby contracts and agrees on the written acceptance of the enclosed Tender to provide the goods and services in the Specification and in accordance with The Royal Lyceum Theatre Company Limited Terms and Conditions.

The Tenderer undertakes that its tender is submitted in accordance with the ITT, and in particular with:

- this Form of Tender included within the ITT;
- The Royal Lyceum Theatre Company Limited's Terms and Conditions

The Tender shall remain open for acceptance by The Royal Lyceum Theatre Company Limited for 90 days from the Tender return date.

The Tenderer understands that The Royal Lyceum Theatre Company Limited is not bound to accept the lowest or any tender and shall not be bound to use any selected contractor as a sole or exclusive supplier.

The tenderer certifies that this is a bona fide tender which is intended to be binding, competitive, and that the prices tendered have not been affected by any arrangement or agreement with any other person other than subcontractors declared in the Tender document

Signature.....

Name.....(BLOCK CAPITALS)

Designation.....

Duly authorised to sign Tenders for an on behalf of:

Name of Tenderer.....

Nature of Firm (Company, partnership,etc).....

Address.....

.....  
.....

Telephone Number..... Date .....

## **Appendix iii: The Royal Lyceum Theatre Company Terms and Conditions**

In these Conditions the following words shall have the following meanings: "The Procurer" means The Royal Lyceum Theatre Company Limited (a company registered in Scotland under No. SCO62065, Charity No.SCO10509 whose registered office is

Royal Lyceum Theatre,  
30b Grindlay Street,  
Edinburgh  
EH3 9AX

"You" means the person, firm or company to whom the Purchase Order is addressed such person, firm or company being an independent contractor willing and able to provide services to The Royal Lyceum Theatre Company and "your" shall be interpreted accordingly; the "Purchase Order" means The Royal Lyceum Theatre Company Limited's authorised written instructions or amendment to such written instructions to You to supply the Services; "Authorised" means signed by one of The Royal Lyceum Theatre Company Limited's Authorised Officers; the "Services" means independent advisory and consulting services as described in the attached Purchase Order and/or Consultancy Assignment Schedule and/or agreed action plan and such other projects and management issues as shall, from time to time, be assigned to it by The Royal Lyceum Theatre Company Limited;

"Conditions" means these terms and conditions for consultants; the "Agreement" means an agreement for the provision of the Services comprising these Conditions, the Purchase order and your acceptance of the Purchase Order

1. The Royal Lyceum Theatre Company has offered and You have accepted engagement, on the terms set out in the Agreement, to provide the Services by all reasonable and proper means, to maintain, improve and extend the business of The Royal Lyceum Theatre Company and to further their reputation and business interests.
2. In consideration of the Services provided by You, The Royal Lyceum Theatre Company shall, within 21 days of your provision of the Services and upon receipt of an invoice from You pay to You the consultancy fee detailed in the Purchase Order.
3. You shall provide Services to The Royal Lyceum Theatre Company for the period of the Agreement unless terminated during such period by either The Royal Lyceum Theatre Company or You giving to the other not less than 1 week's notice to that effect or in accordance with either of clauses 14 or 15 below.

4. During the period of the Agreement You may accept and perform engagements from other companies, firms or persons which do not impinge upon your ability to provide the Services at such times and in such manner as may (in the reasonable opinion of The Royal Lyceum Theatre Company) be convenient to The Royal Lyceum Theatre Company provided that You shall not accept any employment or engagement by any person, firm or company which creates a conflict of interest with any of the businesses of The Royal Lyceum Theatre Company without the prior written consent of The Royal Lyceum Theatre Company.
5. Throughout the term of the Agreement You shall, when required, give to The Royal Lyceum Theatre Company (or to such other person or persons as it may direct) such written or oral advice or information regarding any of the Services as it may reasonably require.
6. You agree exclusively to provide the Services to The Royal Lyceum Theatre Company on such days and at such times as The Royal Lyceum Theatre Company may require throughout the period the Agreement and to ensure that You provide the Services to the best of your ability and in an expert and diligent manner.
7. You shall not have any authority to incur any expenditure in the name of or for the account of The Royal Lyceum Theatre Company unless The Royal Lyceum Theatre Company shall have agreed in advance to it being so incurred or hold itself out or permit itself to be held out as having any authority to do or say anything on behalf of or in the name of The Royal Lyceum Theatre Company unless The Royal Lyceum Theatre Company shall have consented in advance to its so doing or saying.
8. You warrant and represent to The Royal Lyceum Theatre Company that you are an independent contractor and, as such, bear sole responsibility for the payment of tax and national insurance contributions which may be found due from You in relation to any payments or arrangements made under the Agreement and, further, agree to indemnify The Royal Lyceum Theatre Company in respect of all and any income tax which may be found due from The Royal Lyceum Theatre Company on any payments or arrangements made under the Agreement together with any interest, penalties or gross-up thereon.
9. You shall register for value added tax if and when required by law and shall promptly notify the Department of Social Security of its liability for Class 2 and, where appropriate, Class 4 national insurance contributions.
10. You shall not disclose or use or cause to be disclosed or used, at any time during or subsequent to the Agreement, any secret or confidential information of The Royal Lyceum Theatre Company or any of their customers or any other information relating to the business, financial or other affairs of The Royal Lyceum Theatre Company or any of their customers except as required by The Royal Lyceum Theatre Company in connection with your performance of the Agreement or as required by law.
11. All notes, computer disks and tapes, memoranda, correspondence, records, documents and other tangible items made, used or held by you under the Agreement which relate directly or indirectly to the business of The Royal Lyceum Theatre Company shall be and remain at all times the property of The Royal Lyceum Theatre

Company. Upon the termination or expiration of the Agreement, You shall promptly deliver to The Royal Lyceum Theatre Company all such tangible items which are in your possession or control and which either belong to The Royal Lyceum Theatre Company or contain secret or confidential information as described in clause 10 above.

12. All intellectual property conceived or made by You in the course of providing the Services shall belong to The Royal Lyceum Theatre Company and You hereby assign and agree to assign all your interest therein to The Royal Lyceum Theatre Company or its nominee.

13. You warrant and represent that You will be the sole beneficial owner of the entire right title and interest in and to any intellectual property rights conceived originated or made by or on behalf of You during the course of the provision of the Services and that You will be free to assign such intellectual property rights to The Royal Lyceum Theatre Company pursuant hereto without any third party claims, liens, charges or encumbrances of any kind and that You are free of any duties or obligations to third parties which may conflict with the terms of the Agreement. You agree to indemnify The Royal Lyceum Theatre Company against any and all liability, loss, damage, costs and expenses which The Royal Lyceum Theatre Company may incur or suffer as a result of a breach by You of the warranties set out in this clause.

14. The Agreement shall terminate automatically without any requirement for notice or payment in respect of any outstanding period of the Agreement in the event that You become unable to provide your Services whether by reason of your death, permanent disability, resignation, dismissal or for any other reason whatsoever.

15. The Royal Lyceum Theatre Company may by written notice terminate the Agreement if You shall have been in breach of any term of the Agreement which, in the case of a breach capable of remedy, shall not have been remedied by you within 7 days of receipt by You of a written notice from The Royal Lyceum Theatre Company specifying the breach and requiring its remedy; shall have refused or failed within a reasonable time to provide any one or more of the Services after being instructed in writing by The Royal Lyceum Theatre Company to do so; or shall have conducted yourself in any manner which, in the opinion of The Royal Lyceum Theatre Company, has brought or is likely to bring either You or The Royal Lyceum Theatre Company into disrepute or has or is likely to impair your ability to provide any of the Services to The Royal Lyceum Theatre Company or to do so in any manner or at any time which The Royal Lyceum Theatre Company shall reasonably have required of You.

16. The Agreement is personal between The Royal Lyceum Theatre Company and You, and neither may sell, assign or transfer any duties, rights or interests created under the Agreement without the prior written consent of the other.

17. These Conditions and the Purchase Order contain the entire agreement of the parties. They may not be changed by oral agreement but only in writing signed by both parties.

[END] RK 7 June 2010