

# **Document 1 -**

**Information And Instructions For Tenderers**

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**NWLDC**

## **Procurement Name:**

**Vehicles 2022**

**Information for Tenderers incl. et al**

**General Information and Instructions**

**Assessment Methodology**

**Award Procedure**

**15 August 2022**

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# General Information and Instructions

## Invitation to Tender Process

Invitation to Tender is the process by which the Tenderer's proposal is considered in assessing the Most Advantageous Tender and as such a Tenderer's response should give a clear indication of what the Tenderer is supplying for the price offered.

NWLDC requires all Tenderers

- to consider the Invitation to Tender Requirements included within Document 2 - Specification
- to complete ALL parts of Document 4a - Forms And Response - Quality
- to complete the pricing response in Document 4b - Forms And Response - Pricing
- to submit in accordance with the submission requirements outlined in Document 0 - Invitation to Tender.

Any responses or evidence/case studies provided to any questions in this section or any other part of your Tender that are later found to be incorrect against any of the questions or requirements in the Invitation to Tender sections may lead to you being excluded from this procurement process or any future procurement process led by NWLDC and could cause the termination of any resultant Contract.

## Ownership

The procurement documentation and all copies thereof are, and shall remain, the property of NWLDC and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to NWLDC upon demand.

## Study of the Documents

**Tenderers shall not at any time, release information concerning this Invitation to Tender (ITT) and/or the Tender documents for publication in the press or on radio, television, screen or any other media. This ITT shall not be passed on to third parties other than where Tenderers seek input from sub-contractors and/or suppliers to enable them to complete and return the Tender. These conditions must be communicated to and adhered to by any third parties and it is the responsibility of the Tenderer to ensure the compliance of its supply chain with these conditions.**

Tenderers are expected to read, understand and agree to all documents of the ITT pack as they will, in their entirety, form part of any resultant Contract.

The Tenderer is required to obtain all information it may require in order to supply a compliant Tender. The Tenderer shall be deemed to have satisfied itself as to the correctness and sufficiency of its Tender. No claims whatsoever shall be entertained arising out of the Tenderers failure to study or understand the documents. The information provided will be relied upon as being true and accurate and will form part of the Contract with the successful Tenderer. If any of the information given by the Tenderer within the document is subsequently identified as being inaccurate, this may exclude the Tenderer from further consideration or result in future cancellation of an awarded contract.

The Tenderer's pricing shall (except insofar as it is otherwise provided in the Contract) cover all obligations under the Contract and Tenderers shall also be deemed to have obtained for themselves all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect it's Tender.

The Tenderer is responsible for all costs, expenses and liabilities incurred by the Tenderer in connection with preparing its Tender.

## Discrepancies, Omissions and Enquiries Concerning the Documents

Should the Tenderer find discrepancies in, or omissions from the documents, NWLDC shall be immediately notified by the Tenderer via the procurement representative conducting this procurement.

Any additions or deletions arising from such notification, or in the event that NWLDC requires an amendment to be made, will be issued by NWLDC to Tenderers and will be deemed to form part of the documentation. NWLDC reserves the right to extend any date of submission accordingly.

## **Warranties and Disclaimers**

For the avoidance of doubt, all documentation shall be assumed to apply to all Goods/Works/Services unless otherwise stated.

The fact that a Tenderer has been invited to Tender does not necessarily mean that the Tenderer has completely satisfied all of NWLDC's criteria and NWLDC may require further information as part of the assessment process.

The Tenderer shall have no claim whatsoever against NWLDC (nor its representatives) in respect of such matters and in particular (but without limitation) NWLDC shall not make any payments to the successful Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation nor remuneration shall otherwise be payable by NWLDC to the Tenderer in respect of the Goods/Works/Services by reason of the specification being different from that envisaged by the Tenderer or otherwise.

Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive nor to have been independently verified. With the exception of statements made fraudulently, NWLDC (nor its representatives) accepts no liability nor responsibility for the adequacy, accuracy or completeness of such information. NWLDC does not make any representation nor warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisors.

Each Tenderer to whom the ITT is sent must make its own independent assessment of the opportunity after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This document is issued on the basis that nothing contained in it shall constitute an inducement nor incentive nor shall have in any other way persuaded the Tenderer to Tender or enter into any other contractual agreement. Under no circumstances shall NWLDC (or its representatives) be liable to a Tenderer in respect of any costs incurred by a Tenderer (whether directly or otherwise) in relation to the preparation or submission of its Tender.

Although it is intended that the remainder of this procurement will take place in accordance with this ITT, NWLDC reserves the right (with no liability on its part) to:

- cancel, terminate, amend or vary the procurement process by notice in writing at any stage;
- waive some or all of the requirements of this ITT;
- withdraw this ITT at any time, or to re-invite responses or submissions on the same or any alternative basis;
- choose not to award a contract or contracts to any one or more of the Tenderers or at all as a result of the current procurement process;
- make whatever changes it sees fit to the timetable, structure or content of the procurement process;
- subject to relevant legislation, at any time, to reject any submission or response with any one or more Tenderers; and
- to disqualify any Tenderer in respect of which a conflict of interest arises which cannot be remedied to NWLDC satisfaction.

## **Bribery Act**

The Bribery Act 2010 modernises the law on bribery and came in to force on 01 July 2011. The Act requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them. As part of this responsibility all Tenderers should make themselves aware of the obligations set out at <http://www.justice.gov.uk/legislation/bribery>.

## Public Services (Social Value) Act

The Public Services (Social Value) Act 2012 brings in a statutory requirement for public authorities to have regard to economic, social and environmental well-being in connection with public services contracts in a way that is relevant to the subject matter of the contract and compliant with the Public Contracts Regulations 2006. It is important to note that this applies to Service contracts only and not to Works and Goods contracts. Tenderers must note that they may be asked to comply with particular requirements based around such considerations as part of the selection and/or award process.

## Freedom of Information Act

The Council is subject to the provisions of the Freedom of Information Act 2000 ("FOIA"). The Act provides that anyone can ask the Council for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which a Tenderer has provided in respect of this procurement and may provide in future to the Council will be subject to the FOIA.

In the absence of special circumstances, any part of the Tender documentation may be regarded as not subject to any exemptions, and therefore capable of being disclosed under the FOIA.

In respect of any completed Tender, where the Council is required to consider whether any information contained therein should be disclosed further to the FOIA, it will be necessary to consider whether any exemption applies. Where the Tenderer considers that any of the information contained in its Tender is subject to any exemption, this shall be stated in the submitted Tender in Document 4a with an explanation setting out what exemption it considers applicable and the reasons for it. The Council may have regard to this explanation when considering its response to FOIA requests.

The attention of Tenderers is drawn to Section 43 of the Freedom of Information Act Guidance (<https://ico.org.uk/for-organisations/section-43-commercial-interests/>) which provides that information may be exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Council). Tenderers are further advised that, if the Council considers this exemption applies, it will then be necessary for the Council to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

## Clarification and Response

Only clarification queries relating to this procurement will be answered.

All clarification requests should be submitted via the EastMidsTenders portal no later than five (5) working days before noon on the ITT Return Deadline found in Document 2, to allow for anonymised responses to be circulated to other Tenderers where applicable and appropriate.

Tenderers should note that unless your question is innovation based, or deemed as commercially sensitive, responses will be provided to all Tenderers in a suitably anonymised format. Where a question is of a commercially confidential or sensitive in nature and the Tenderer does not wish it nor the associated answer to be shared with other Tenderers, the Tenderer shall state this clearly within its question, stating the reasons why. The identity of Tenderers raising any questions will remain confidential at all times.

If, during the period, NWLDC issues any circular letters to Tenderers in order to clarify or alter part of the documents then such circular letters shall form part of the procurement and Tenderers shall be deemed to have taken account of them in preparing their Tender. **Tenderers shall promptly acknowledge any circular letters that they receive.**

## Completion of the Documents

Tenders must be submitted in accordance with the following instructions. Tenders not complying with these instructions in any particular way may be rejected by NWLDC whose decision on the matter shall be final.

**For the avoidance of doubt, Docs 4a and 4b must be completed and submitted together by the Tenderer via EastMidsTenders portal in order for the submission to be considered by NWLDC as a fully complete and official Tender.**

Any Tenders made omitting any of the required documents, or any of the requirements therein, will be considered as incomplete and will be treated as such.

**Documents should be completed and returned in the format and order in which they currently appear.**

It is essential that Tenderers do not re-format, re-brand or consolidate any of the documents in accordance with their own standards on formatting. An example of this is if the documents are issued in Microsoft Excel format, NWLDC requires them to be returned in the same format. Under no circumstances should Tenderers alter the order or content of any of the documents.

Tenderers will answer all appropriate questions and sign (either physically or electronically) where specified in Document 4a.

The Tenderer's responses to the requirements outlined within Document 2 - Specification, shall be contained within a maximum of twenty five (25) pages of A4 and inserted into the relevant section of Document 4a Forms and Response - Quality using Arial 11-point size font, including all tables, photographs and diagrams. Any information provided over and above the response templates provided will be disregarded and shall not be subject to assessment. Limited appendices are, however, permitted to provide illustrations of particular aspects of the main submission or case studies, but shall not exceed an additional five (5) sides of A4, also using Arial 11-point size font.

Marketing material, including corporate brochures or covering letters, must not be included or attached as they will not be taken into account during scoring and Assessment. Tenderers that fail to comply with these conditions will be excluded from the Tender process.

Any pro forma must be fully completed even if your organisation has previously submitted information. It is not sufficient to cross-refer to previous responses.

**No unauthorised alteration or addition should be made to the Tender documentation. Tenders must not be qualified in any way and must be submitted strictly in accordance with the Tender documentation and these instructions. Tenders must not be accompanied by any covering letter or any statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing to other Tenders.**

**NWLDC shall not be liable for, or pay any direct or indirect costs howsoever incurred by any Tenderer in the preparation of their Tender, or for the costs of any post-Tender clarification meetings, or for any Tenderer who fails to respond by the deadline set.**

## **Alternatives and Variations**

The submission of a variant Tender will not be considered.

## **Return of Documents**

Documents must be returned in accordance with the submission requirements.

Submissions must be received in advance of the Tender submission deadline in order to qualify as timely offers. As such, Tenderers are urged to make their submission in advance of the stated deadline in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers, for example.

**Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.**

Any submissions that do not follow the guidelines set out above shall be considered as non-compliant and will be treated as such.

## **Tenderer's Warranty's**

In submitting their Tender, the Tenderer warrants and represents and undertakes to NWLDC that it has not done any acts or matters that are deemed contrary to the Laws of England:

- it has full power to enter into the Contract and provide the Goods/Works/Services and will, if requested, produce evidence of such to NWLDC;
- it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted to NWLDC) that may adversely affect such financial standing in the future.
- where a Tenderer does not currently have the required insurance levels in place, it shall provide evidence to demonstrate that it will have these insurance levels in place prior to its appointment to the Contract. Evidence of adequate insurance cover or the Tenderers ability to obtain it shall be a pre-condition to appointment to the Contract and shall remain so throughout the duration of the contract.

## Conflict of Interest

Tenderers are responsible for ensuring that no conflict of interest exists between each other and their advisors and NWLDC and its advisors at any stage in the procurement. Tenderers may be required to confirm that no conflict of interest exists or has existed since submitting their Tender and any misrepresentation by any Tenderer may result in that organisation being disqualified and the Tender not being evaluated by NWLDC. Disqualification shall be at the absolute discretion of NWLDC, which will be the final decision-maker as to questions of the Tenderer's conduct and/or conflict of interest. Under no circumstances shall NWLDC have any liability to any Tenderers whose Tender is disqualified due to a breach of the provisions of the Tenderer's undertakings in this regard.

## Non-Submission

If no submission is to be made, and in order for NWLDC to better understand its supplier base and offer improvements and enhancements to the procurement process and documentation, Tenderers comments regarding the reasons behind its non-submission are kindly requested.

Tenderers can notify NWLDC by emailing [DAVID.WHYTE@nwleicestershire.gov.uk](mailto:DAVID.WHYTE@nwleicestershire.gov.uk) setting out the reasons why it has decided not to Tender.

## Errors and Omissions in the Tenderer's Tender

If NWLDC discovers errors or omissions in the Tender response, the Tenderer may be required to justify the price(s) or item(s) concerned. Any price adjustments to the Tender made by agreement between the parties concerned shall be confirmed in writing by the Tenderer to NWLDC before final acceptance of the Tender.

# Assessment and Award

## Assessment Procedure

The assessment process is a critical part of the procurement process and is the means by which NWLDC is able to assess to whom it wishes to select to progress to the next stage of this procurement process and/or award the Contract.

The information disclosed by a Tenderer in its Tender will be used in **this** procurement only except where indicated otherwise or to form part of a wider Contract.

NWLDC's assessment will be split into the following stages:

- Initial compliance check i.e. have the response documents been submitted in accordance with the requirements of the procurement? If this is not the case, NWLDC reserves the right to reject the Tender without further consideration or assessment;
- Assessment Meeting(s).

**Assessment meetings will take the following into consideration:**

As a single stage procurement the Forms and Response documents (4a/4b) contain a number of sections that MUST be completed as per the instructions contained within the documents.

**Part 1** (see below) - The first part of the ITT response is the Standard Selection Questionnaire (SSQ) which is a key stage in public procurement where we gather information on and make assessments of the Tenderers credentials and good standing - this includes gathering information about the suitability, capability, legal status, and financial standing of a Tenderer and the questions we ask and the way we score them are relevant and proportionate. The standard selection questions ask Tenderers to self-declare their status against mandatory and discretionary exclusion grounds. It is important that this section is completed exactly as described in the instructions and in line with the prescribed scoring as failure to complete this part correctly or in an incomplete manner may mean that your Tender will be classed as a 'fail' and not considered further.

**Part 2** - The second part of the ITT response is the 'signatures' section which is where the Council requires Tenderers to 'sign' to confirm that they have read, understood, accept and/or have completed and submitted the relevant documents for the Tender to be complete.

**Part 3** - The third part of the ITT response is the 'certificates' section which is where the Council is requesting authorised signatures to confirm compliance with some important requirements of the Council such as confidentiality and non-collusion.

**Part 4** (see below) - The fourth part of the ITT response is the 'quality' submission section which is where you MUST outline your proposals by answering the questions asked. The response to the questions is essentially the goods or services you will provide (the what and how) in response to the specification outlined as part of the Tender pack.

**Part 5** (see below) - The fifth part of the ITT response is the pricing schedule which is where you will outline the price you will charge for providing the goods or services in the specification and in line with all other requirements of the ITT such as on-going contract management etc.

It is most important that you include all relevant submission requirements, correctly completed, in order for us to be able to assess your tender response and award to the Tenderer that offers best overall value. Further information to assist you is provided as you work through the Tender pack.

## Part 1 - Standard Selection Questions

| Assessment Criteria Breakdown |   | Means of Assessment | Assessment Criteria |
|-------------------------------|---|---------------------|---------------------|
| 2.2.1                         | Section 1: Potential Supplier Information     | Pass/Fail           | Tenderer must Pass  |
| 2.3.1                         | Section 2: Mandatory Exclusion                | Pass/Fail           | Tenderer must Pass  |
| 2.3.2                         | Section 3: Discretionary Exclusion            | Pass/Fail           | Tenderer must Pass  |
| 2.4.1                         | Section 4: Economic and Financial Standing    | Pass/Fail           | Tenderer must Pass  |
| 2.4.2                         | Section 5: Wider Group                        | Pass/Fail           | Tenderer must Pass  |
| 2.4.3                         | Section 6: Technical and Professional Ability | Pass/Fail           | Tenderer must Pass  |
| 2.4.4                         | Section 7: Modern Slavery Act                 | Pass/Fail           | Tenderer must Pass  |
| 2.4.5.1                       | Section 8: Contract Performance               | Pass/Fail           | Tenderer must Pass  |
| 2.4.5.2                       | Section 8: Staffing and Resourcing            | Pass/Fail           | Tenderer must Pass  |
| 2.4.5.3                       | Section 8: Business Activities                | Pass/Fail           | Tenderer must Pass  |



| Assessment Criteria Breakdown          | Means of Assessment | Assessment Criteria |
|--|---------------------|---------------------|
| 2.4.5.4 Section 8: Business Continuity | Pass/Fail           | Tenderer must Pass  |

Each of the questions within the Standard Selection Questionnaire shall be scored as Pass/Fail and guidance as to NWLDC's minimum requirements in relation to what constitutes a pass or a fail can be found within each question of the questionnaire itself. A Tenderer that fails on one or more of these questions may be judged to have failed the tender requirements in its entirety and may not be evaluated further.

## Part 4 - Quality

Tenderers should be aware that the responses provided to the quality questions will be evaluated against a scoring system that awards the highest scores to Tenderers who show innovation, creativity, further relevant details and information that could potentially enhance the Tenderer's proposal. It should be noted that to achieve the highest scores available the Tenderer must not only meet but exceed NWLDC's minimum requirements and demonstrate how the overall budget will be put to best and far-reaching use.

Each Tenderer is required to submit responses to the quality questions for each of the criteria and sub-criteria found within Part 4 of Document 4a.

Tenderers shall note that it is important that Tenders shall be acceptable overall. Accordingly, notwithstanding the overall scores and rankings, NWLDC reserves the right to reject a Tender that in relation to any of the sub-criteria for the Quality Criteria A to C scores 0% of the sub-criteria weighting in respect of one or more of the sub-criteria.

NWLDC also expressly reserves the right to award a score of 0 or 2 in the event that specific parts of any section of the Tender causes NWLDC significant concern so as to justify such a score, whilst other areas would in themselves have merited a higher score.

In relation to the 'Quality' questions contained in Document 4a, the following criteria and weightings will be applied in the assessment of the submitted responses:

| Score                               | Assessed standard – consideration given to:  |
|-------------------------------------|--|
| 10<br>(Exceptionally High Standard) | No Risk <ul style="list-style-type: none"> <li>response supported by comprehensive evidence, which provides the Assessment Panel complete confidence that the Tenderer's response will support the delivery of a successful solution;</li> <li>positive impact on timetable;</li> <li>no compromise expected to be required or detriment to NWLDC with no concerns</li> </ul>  |
| 8<br>(High Standard)                | Low Risk <ul style="list-style-type: none"> <li>response supported by a high standard of evidence in most areas, which provides the Assessment Panel with a high degree of confidence that the Tenderer's response will support the delivery of a solution which is acceptable to NWLDC;</li> <li>no impact on timetable likely;</li> <li>or negligible compromise required or detriment to NWLDC with few concerns</li> </ul>   |
| 5<br>(Good Standard)                | Medium Risk <ul style="list-style-type: none"> <li>response supported by a good standard of evidence in a large number of areas, which provides the Assessment Panel with a satisfactory degree of confidence that the Tenderer's response will support the delivery of a solution which is acceptable to NWLDC;</li> <li>timetable requiring adjustment, but key dates can still be achieved;</li> <li>limited compromise required or proposal posing detriment to NWLDC with minor concerns</li> </ul> |
| 2<br>(Weak Standard)                | High Risk <ul style="list-style-type: none"> <li>several areas are not supported by a good standard of evidence, which provides the Assessment Panel with a low degree of confidence that the Tenderer's response will support the delivery of a solution which is acceptable to NWLDC;</li> <li>timetable in jeopardy;</li> <li>compromise required posing detriment to NWLDC with concerns</li> </ul>  |

|                              |  |
|------------------------------|--|
| 0<br>(Unacceptable Standard) | Unacceptable Risk <ul style="list-style-type: none"> <li>no response or no evidence provided to support important elements of the Tenderer's proposals, which provides the Assessment Panel with no confidence that the Tenderer's response will deliver the Contract;</li> <li>unacceptable amendments / risk;</li> <li>non-compliant Tender</li> </ul> |
|------------------------------|--|

| Quality criteria                               | Contribution of Quality criterion to Total score for assessment | Quality sub-criteria  | Contribution of sub-criterion to total score for assessment |
|--|---|---|---|
| Criteria A: Delivery                           | 20%   | Lead times quoted for the vehicles and/or your ability to fulfil the delivery timetable required by NWL | 20%   |
| Criteria B: Warranty                           | 20%   | Duration  | 10%   |
|  |   | Mileage   | 10%   |
| Criteria C: Environment and Emissions          | 10%   | Design, manufacture and supply chain  | 10%   |
| Criteria D: After Sales and Account Management | 10%   | Approach to managing NWL account  | 10%   |
| Criteria E: Pricing                            | 40%   | Pricing   | 40%   |
| <b>Total Quality Criteria</b>                  | <b>100%</b>   |   | <b>100%</b>   |

## Part 5 - Pricing Schedule

Each Tenderer must submit their completed Excel spread sheet – Document 4b - Pricing (i.e. a priced list of resources for implementation, mobilisation, on-going provision and post rollout for the Goods/Works or Services).

Each Tender will be awarded points based on its relationship with the cost of the lowest Tenders. The Tenders with the lowest total cost (LTC) will be awarded 40 percentage points i.e. 40% of the overall marks available. Each of the remaining Tenders will be awarded percentage points on a pro rata basis in accordance with the following calculation (rounded up or down to one decimal place, as appropriate):

$(\text{Lowest Tender Assessed Cost} / \text{Tenderer Total Assessed Cost}) \times 40 = \text{Pricing Mark}$

As a result, the lowest cost submitted (subject to the provisions of regulation 30 (6) of the Public Contracts Regulations 2015) will be awarded a score of 40 for cost alone, with Tenderers thereafter being allocated a relative score.

For example, based upon a notional figure lowest Tenders figure of £180,000:

| Tenders | LTC £   | Percentage Points Awarded |
|---------|---------|---------------------------|
| A       | 180,000 | 40.0                      |
| B       | 200,000 | 36.0                      |
| C       | 230,500 | 31.2                      |

The price offered by the Tenderer in its Excel spreadsheet shall be firm and fixed for the period as stated for the duration of the Contract.

Contract variation during the term of Contract will be by discussion only via formal performance review meetings. Any resulting price variations will not take effect until they have been mutually agreed by both NWLDC and Tenderer and the former receives confirmation in writing from the latter.

All prices submitted shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).

## Assessment Methodology

An assessment of each Tender will be made by:

- a 'Quality' assessment panel (which will decide at its absolute discretion whether a received Tender passes the Pass/Fail criteria contained in Document 4a before allowing the assessment to proceed to the 'Quality' responses contained later in Document 4a)
- a 'Price' assessment panel.

These panels will be independent of each other and made up of representatives of NWLDC.

Following the completion of Clarifications (as required), the assessment panels shall meet to award final consensus scores for the Tenderer's Tender.

Tenderers need to ensure that the correct material appears in the correct part of their response in order that NWLDC can evaluate the response properly.

For the avoidance of doubt, this is intended to assist the organisation and presentation of the response, assist the efficacy of the assessment process and act as an "aide memoire" to Tenderers so that they do not fail to address particular requirements of NWLDC. These individual requirements are not however intended to be – and shall not be interpreted as – further sub-criteria in their own right or attract any individual scoring or weighting. As set out above, NWLDC will be assessing the overall quality of that section of the Tender when allocating the score of 0-10.

Tenderers shall note that it is important that Tenders shall be acceptable overall. Accordingly, notwithstanding the overall scores and rankings, NWLDC reserves the right to reject a Tender that in relation to any of the sub-criteria for the Quality Criteria:

- scores less than 20% of the sub-criteria weighting in respect of two or more of the sub-criteria;
- scores 0% of the sub-criteria weighting in respect of one or more of the sub-criteria.

NWLDC also expressly reserves the right to award a score of 0 or 2 in the event that specific parts of any section of the Tender causes NWLDC significant concern so as to justify such a score, whilst other areas would in themselves have merited a higher score.

## Scoring Methodology: Overall Scores

The Total Quality Criteria percentage will be added to the Total Price Criteria percentage to obtain the total weighted percentage score. The Tender with the highest total weighted percentage is that which offers the Most Advantageous Tender (MAT) under the terms of the scoring model.

If, on completion of the assessment process, several Tenderers achieve either an identical overall score by reference to the criteria, or if the difference between their respective scores is one full percentage point or less, then there shall be deemed to be no substantive difference between those Tender submissions.

In such an event the award of the Contract shall be determined as follows (in descending order of application):

- (a) to the Tenderer obtaining the best ratio between the cost of the service and the number of points obtained by the Tenderer concerned against the Total Quality Criteria (i.e. the lowest cost per point awarded);
- (b) if those ratios are identical, to the Tenderer obtaining the highest aggregate score against the Total Quality Criteria.

## Financial Check

The winning Tenderer will be assumed to give their permission for a financial check by a credit management agency (to be agreed). Such a check may be performed at the discretion of NWLDC and your financial position determined based on a range of factors including, but not limited to, Directors (number and experience) and parent companies/subsidiaries involved with the organisation, outstanding mortgages or loans, the organisation's profit and loss and balance sheets, the organisation's turnover, profit solvency and cash in the bank figure. The financial check shall yield a score, which will be utilised by NWLDC for the purposes of the Assessment of this procurement process, as it determines the following risk factor posed to it by the Tenderer:

| Score | Summary                          |
|-------|----------------------------------|
| -     | No credit score - DO NOT PROCEED |
| 0-35  | High risk - Extreme caution      |
| 36-50 | Moderate risk - Caution          |
| 51-60 | Limited risk - Normal            |
| 61+   | Low risk - Confidence            |

### Future Financial Checks

Where the contract is likely to span across a lengthy period of time or financial years, NWLDC reserves the right to undertake a further financial check(s) in order to ensure that the organisation's credit rating remains suitable. The aforementioned process shall be followed during any subsequent financial checks. NWLDC shall notify the Tenderer in writing prior to undertaking any further financial checks.

## Rejection of Offers

NWLDC may, at its absolute discretion, refrain from considering or reject a Tender if:

- it is incomplete or vague or is submitted later than the prescribed date and time; or
- it is not in accordance with the approved format and all other provisions of the documents or is in breach of any condition contained within it.

NWLDC may, at its absolute discretion, refrain from considering or reject a Tender, if any submission in respect of which the Tenderer:

- has directly or indirectly canvassed any officer or employee of NWLDC or obtained information from any other person who has been contracted to supply Goods or provide the Service or Works to NWLDC concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such officer or employee concerning any other Tenderer; or
- communicates to any person other than NWLDC the price or approximate price except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing; or
- enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Tenderer.

## Acceptance of Offers

NWLDC is not obliged to accept any Tenders. Failure to provide a satisfactory response to any of the documents and/or questions contained therein may result in NWLDC proceeding no further with the Tenderer. NWLDC reserves the right to award the business in whole to one (1) Tenderer, in part to more than one (1) Tenderer or to make no award at all. As the contract is being let in 'Lots', NWLDC is prepared to consider part Tenders as appropriate.

Tenders MUST remain open for acceptance for a minimum of 120 days from the Tender return date.

## Award of Contract

Submitted documents shall constitute an irrevocable offer to provide the Goods/Works or Services. Any acceptance of it by NWLDC shall be communicated in writing to the Tenderer. Upon such acceptance, the Contract shall become binding on all parties.

## Terms and Conditions of Contract

The successful Tenderer shall conclude a formal Contract with NWLDC, which shall embody the Tenderer's offer. No Tenderer may consider itself successful unless and until a formal Contract has been signed by a duly Authorised Officer of NWLDC and co-signed by the Tenderer's Authorised Officer.

Final Terms and Conditions of Contract will be signed by both parties prior to contract commencement. Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the Laws of England and the jurisdiction of English Courts. NWLDC accepts no liability whatsoever for any loss or damages suffered by any Tenderer should it subsequently be held that the Tenderers view of the Laws of England were incorrect.

The DRAFT set of Terms and Conditions of Contract can be found in the procurement documents pack issued with this invitation. For the avoidance of doubt, the Contract terms are those found in Document 3 DRAFT Terms and Conditions of Contract and are subject to minor changes during the Tender process by NWLDC dependent upon Tender returns by Tenderers. Tenderers will be required to declare that they have read and understood and will comply with said (amended) Terms and Conditions of Contract as part of the final award process.

Any queries regarding the Terms and Conditions of Contract, including any Tenderers request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the clarification period and in accordance with that detailed in the section named 'Clarifications and Circular Advices', above. NWLDC requests that Tenderers' comments, queries and/or suggestions are clear and precise and unambiguous otherwise they may be rejected.

Where NWLDC is in agreement with any changes to the Terms and Conditions of Contract proposed during that period it will update and re-publish the relevant documentation and all Tenderers will be notified accordingly. NWLDC reserves the right to extend the Tender submission deadline date in order to allow Tenderers sufficient time to take these changes into account. Where NWLDC is not in agreement with proposed changes, those changes shall have been judged to have been rejected and NWLDC shall notify the relevant Tenderer(s) accordingly.

When the period for clarification has closed, Tenderers shall no longer be allowed to raise any further queries regarding the procurement or Terms and Conditions of Contract and the Tenderer shall not be permitted to reserve their right to comment or negotiate upon the Terms and Conditions of Contract at any point thereafter. Tenderers are required to agree to the draft Terms and Conditions of Contract associated with this procurement opportunity as part of the submission process and NWLDC reserves its right to class any Tender submitted to the contrary as non-compliant. All such Tenderers shall be judged to have failed with their Tender applications, shall be assessed no further and notified accordingly.

The Tenderer shall accept the Terms and Conditions of Contract as they are drafted in the final Contract document. No further negotiation shall take place or changes allowed. Where a Tenderer disputes this position, NWLDC reserves the right to withdraw the Contract award and class the Tender submission as non-compliant.

**END.**