



Invitation to Tender for the: South West and Mid Wales Regional Engineering Consultancy Framework NPS-PS-0067-16

This Invitation to Tender (ITT) consists of the following sections:

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Please ensure that you have downloaded Volumes 1 & 2 before proceeding to complete Volume 3.

Volume 1 – Instruction to Tenderers

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a) Framework Information

1. Introduction

- 1.1 This procurement exercise is being conducted by the National Procurement Service for Wales (NPS), which is hosted by the Welsh Government. Further information on NPS can be accessed at the link below:

<http://npswales.gov.uk/?skip=1&lang=en>

- 1.2 As a consequence of the Government of Wales Act 2006, the contracting party will be the Welsh Ministers, hereafter referred to as “the Client”.
- 1.3 The Client on behalf of the Welsh public sector wishes to establish a Framework Agreement (Agreement) for the supply of services as detailed in the Specification (Section 3). The Agreement will be established through a process of competitive tender.
- 1.4 The Client on behalf of:-
- Carmarthenshire County Council

- Ceredigion County Council
- City and County of Swansea
- Neath Port Talbot County Borough Council
- Pembrokeshire County Council
- Powys County Council

Hereafter referred to as the “Employers” wishes to appoint consultants to provide engineering consultancy services for the delivery of civil engineering related construction projects. It is intended to appoint 5 consultants to supplement in-house design teams in the delivery of engineering consultancy services across the regions.

- 1.5 Employers will be entitled to place orders under any resultant Agreement on the Terms and Conditions of Service set out in Volume 2.
- 1.6 Any Agreement that is established as a result of this procurement exercise will be managed by the Client.

2. The Counties

- 2.1 The six employer organisations are located in South West and Mid Wales and have a population of approximately 900,000 covering an area of approximately 4,500 square miles.
- 2.2 The main administrative centres for the Authorities are Carmarthen, Aberaeron, Port Talbot, Swansea, Haverfordwest and Llandrindod Wells.
- 2.3 Carmarthen, Ceredigion, Pembrokeshire and Powys are predominantly rural counties, Neath-Port Talbot and Swansea having larger urban and industrial areas. The region includes the areas covered by the Swansea Bay City Region and a number of other Regional Enterprise Zones.
- 2.4 Further information on the Authorities can be found on their individual web sites below.
 - Carmarthenshire County Council www.carmarthenshire.gov.uk
 - Ceredigion County Council www.ceredigion.gov.uk
 - City and County of Swansea www.swansea.gov.uk
 - Neath Port Talbot County Borough Council www.npt.gov.uk
 - Pembrokeshire County Council www.pembrokeshire.gov.uk
 - Powys County Council www.powys.gov.uk

3. The Councils

- 3.1 The Councils serve the population of the South West and Mid Wales Areas as Unitary Councils.

- 3.2 Generally the consultant's point of contact will be the Gateway Manager of each Authority. All appointments will be in accord with the terms and processes set out in the Framework Agreement Documents.
- 3.3 The Authorities will commission works independently of each other although there will be joint initiatives in relation to delivery and recording of performance. Authorities will determine the appropriate delivery model for each call off contract and it is anticipated that there may be a number of delivery models in being.
- 3.4 The Authorities are generally set up along similar lines although there may be some differences in the detailed Departmental roles and set up.

4. Aims and Objectives

- 4.1 The aims and objectives of the Authorities period 2017-2021 are outlined in the Corporate Strategy details published by each Authority.
- 4.2 Key Issues included in the Strategies are as follows-
- Corporate Issues
 - Health and Well Being
 - Lifelong Learning
 - The Economy
 - Environment
 - Resources
- 4.3 Further details of the Corporate Strategy are available on the websites of the Authorities (as detailed above).
- 4.4 The Regional aims and objectives for the South West and Mid Wales Regional Engineering Consultancy Framework are to develop a mutually beneficial arrangement with five external consultants. These aims and objectives are provided below to assist tenderers to appreciate the current expectations of the Authorities for partnering working.
- 4.5 The aim of the South West and Mid Wales Regional Engineering Consultancy Framework is to provide high quality construction related design services to meet each Authorities requirements whilst taking account of the principles of the 'Best Value' process and of 'Re-thinking Construction' and the requirements of the Wellbeing of Future Generations act,;**
- 4.6 The objectives are as follows-
- To provide and sustain an open, co-operative and business like culture between the parties
 - To integrate public and private sector skills in delivering services
 - To have access to additional resources and expertise
 - To retain and promote core in-house skills

- To promote continuous improvement
- To create development opportunities for employees of both private and public sectors
- To deliver quantifiable community benefits.

4.7 Work will continue to be undertaken by the In-House Team or Consultants undertaking work commissioned before the commencement of this Framework Agreement.

5. The Framework Agreement

5.1 The duration of the Framework Agreement will be three years with an option for extension at the Client's sole discretion for a further period of up to one year. The relevant conditions of contract to which the Services will be subject are contained within two documents.

5.2 Firstly a Framework Agreement that incorporates all of the overarching issues associated with the delivery of services over the period of the Framework. Secondly the conditions contained within the Professional Services Contract (PSC) of the New Engineering Contract (NEC) (as amended) (April 2013) will be used for commissioning of projects that form part of the services.

5.3 A Gateway Manager will be appointed by each Employing Authority and will commission services by issuing a Services Brief. The Employer reserves the right, in its absolute discretion to invite the successful Consultants and the Other Consultants to bid for the Projects by way of mini competitions.

5.4 The Consultant will be required to undertake work which requires liaising and working with other professional disciplines within the County Councils, and in particular the relevant Client Departments and representatives ("Scheme Promoters"). Thus for example, in progressing land acquisition and accommodation works on transport schemes, the Consultant will work in conjunction with the Employer's Resources Department (Valuers) and Chief Executives Department (Solicitors).

5.5 Work could be funded from either the County Council's Capital or Revenue budgets or via grant funding.

5.6 The total value of the projects that will be allocated through the framework cannot be fully determined at the moment but this is expected to be in the region of £2M to £5M per annum but this cannot be guaranteed.

5.7 No guarantee of the volume of work (if any) can be given.

6. Scope

6.1 The Employer will appoint Five Consultants to carry out services within the defined scope.

6.2 The Consultants selected will be required to deliver a high quality service in the fields of highways, structures and transportation engineering to include project

management, technical advice, design, technical surveys, construction management and management of services. Areas of expertise are listed below, and a selection of these skills may be brought together to suit the needs of any particular project.

THE SERVICES

Scope of the Services for the South West & Mid Wales Regional Engineering Consultancy Framework

All civil, structural and highway engineering services, including but not limited to the following:

Engineering Design

- Bridge & Culvert design
- Design of Earth Retaining Structures
- Structural Inspection, Assessment and Repair
- Contract Preparation
- Project Management and Administration
- Highway Management and Maintenance
- Highway Design
- Specialist Highway Inspection
- Dangerous structures inspections and recommendations
- Highway Planning
- Environmental & Ecological Assessments
- Feasibility and Cost Studies
- Detailed Design
- Design Checks
- Street Lighting
- Soft and Hard Urban landscaping
- Management Planning
- Asset Management
- Geotechnical Engineering/Geotechnical surveys/Ground investigation
- Construction Design and Management Regulations (CDM)
- Environmental Improvements
- Land/foul water drainage
- Coastal Protection
- Flood Alleviation Studies and associated design
- General Infrastructure design
- Property related structural advice / design
- Technical Audit
- Topographic Surveys

Traffic and Transportation

- Accident Investigation and prevention
- Traffic management

- Public transport and traffic modelling
- Traffic management schemes
- Traffic impact assessments
- Traffic surveys and studies
- Cost benefit and economic assessment
- Traffic signal design and implementation
- Traffic implications of planned developments
- Strategy and policy advice

Statutory Procedures & Safety

- Expert advice and support for public inquiries, exhibitions and consultations
- Preparation of legal orders / statutory procedures
- Road Safety Audits
- Principal Designer Duties

Site Supervision and Quantity Surveying

- NEC Project Management & Supervision of Construction Works
- Site investigation and appraisal
- Construction advice
- Measurement of the works
- Interim Valuations and Financial Control
- Claims/compensation events assessments
- Dispute resolution
- Final Account Agreement
- Arbitration, Adjudication and Litigation
- Defined Cost Auditing & Cost Reporting

- 6.3 The above list is indicative only to provide an in-depth view into the diversity of professional services that could be required within the term of the South West & Mid Wales Engineering Consultancy Framework.
- 6.4 The range of services procured through the Contract may be developed and expanded in consultation with the successful tenderers to suit particular areas of expertise available from both parties to the contract.
- 6.5 The amount of work to be offered over the duration of the contract cannot be determined at this stage.
- 6.6 There is no contractual obligation on the Employer to award a pre-determined value of works under this contract.
- 6.7 The Scope of the services will be defined in the Services Brief. The Consultant will be required to perform services such as Principal Designer, Designer, Design Leader, Lead Consultant, Project Manager (under the NEC3) during the pre-construction and construction Work Stages as well as site supervisory functions. Where the Employer deems it appropriate reference will be made to the Schedule

of Services – Part G(d) within the ACE Agreement ACE Agreement 1 (2009) – Revised October 2011. Typical Services and stages that could be used are listed below. This list is not exhaustive and is only provided to give an indication of the work stages.

Feasibility	G2.1	Appraisal
	G2.2	Strategic Briefing
	G2.3	Outline Proposals
Pre Construction	G2.4	Detailed Proposals
	G2.5	Final Proposals
	G2.6	Production Information
	G2.7	Tender Documentation and Tender Action
Construction	G2.8	Mobilisation, Construction and Completion
General	G3	Other Services by the Consultant e.g. Safety Auditors, duties of Principal Designers
	G4	Other Services by Others

6.8 There may be a requirement to provide some services through the medium of Welsh, the ability to meet this requirement is a mandatory requirement for participation. There may be a requirement to produce documentation in and attend and present at meetings and consultations which are conducted in the Welsh Language.

6.9 Details of the Welsh Language policies of each potential Employer can be accessed via the links below:-

- Carmarthenshire : <http://www.carmarthenshire.gov.wales/home/council-democracy/welsh-language>
<http://www.carmarthenshire.gov.wales/media/1443477/Carmarthenshire-Welsh-Language-Standards.pdf>
- Ceredigion : <http://www.ceredigion.gov.uk/English/Your-Council/strategiesplansandperformances/welshlanguage/standards/Pages/default.aspx>
<http://www.ceredigion.gov.uk/Cymraeg/Eich-Cyngor/strategaethaucynllunioaperformiadau/iaithgymraeg/safonau/Pages/default.aspx>
- Neath Port Talbot : <https://www.npt.gov.uk/default.aspx?page=4648>
- Pembrokeshire : <http://www.pembrokeshire.gov.uk/content.asp?nav=101,1581,2430>
- Powys : <http://www.powys.gov.uk/en/welsh-language-standards/welsh-language-standards/>

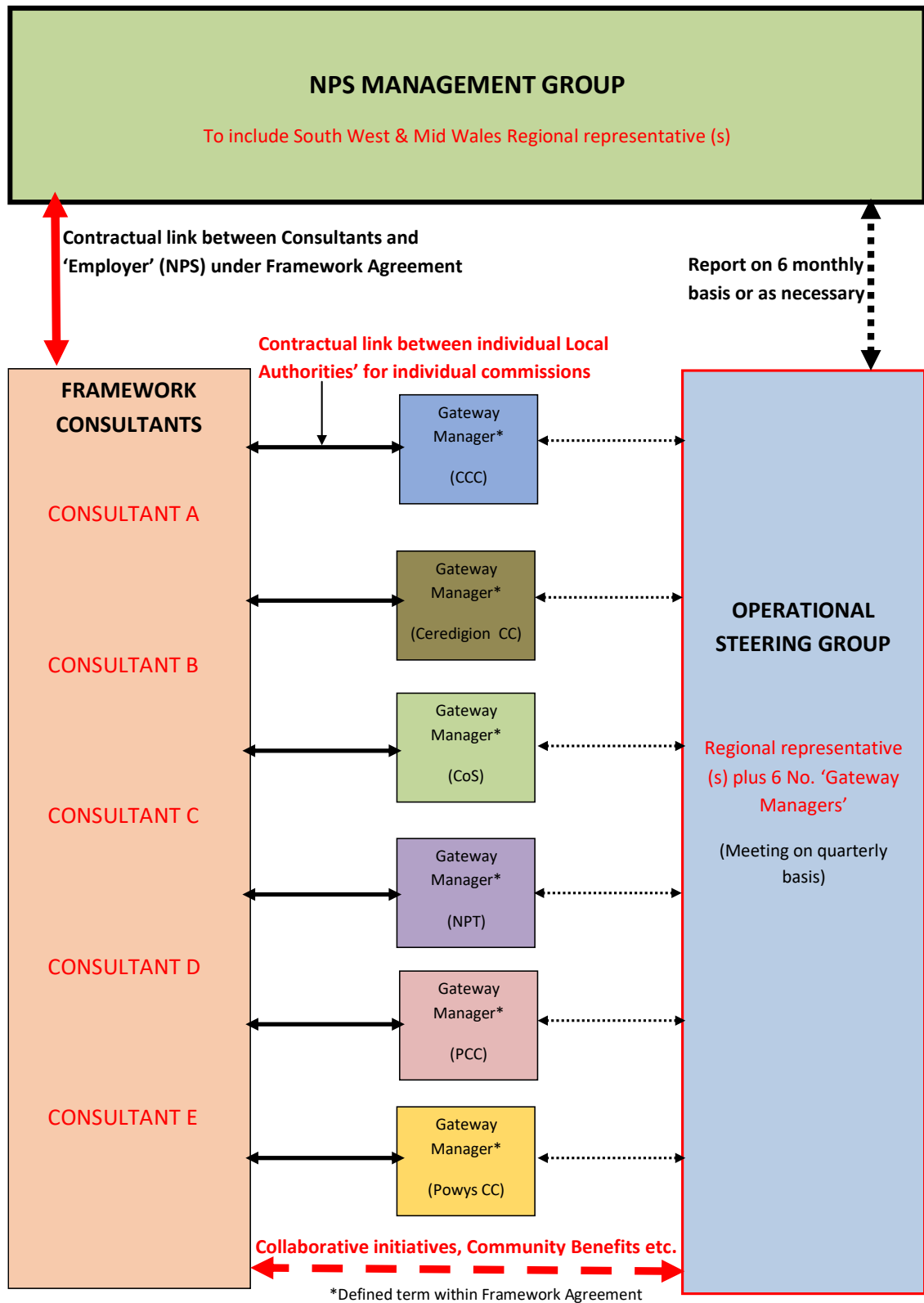
<http://www.powys.gov.uk/cy/welsh-language-standards/safonaur-gymraeg/>

- Swansea : <http://www.swansea.gov.uk/cymraeg>

7. Potential Management Structure

NPS SOUTH WEST and MID WALES REGIONAL ENGINEERING CONSULTANCY FRAMEWORK

POTENTIAL MANAGEMENT STRUCTURE



b) Framework Enquiry Document

1. Information

- 1.1 Tenders must be submitted in accordance with the following instructions. The Client, whose decision in the matter shall be final, may reject any that do not comply.
- 1.2 Information supplied as part of this Invitation to Tender (ITT) is supplied in good faith. However, you must satisfy yourself as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused, arising from the use of such information, unless such information has been supplied fraudulently by the Client.
- 1.3 All information supplied in connection with this ITT shall be regarded as confidential and by submitting a Tender the Tenderer agrees to be bound by the obligation to preserve the confidentiality of all such information.
- 1.4 The tender documents are, and shall remain the property and copyright of the Client.

2. Submission of Tender

- 2.1 Tenderers must read this entire document, any instructions provided on the eTenderWales portal, and all documents contained within the attachments section before completing any part of this tender.
- 2.2 The Client will not be liable for any costs or expenses incurred by the Tenderer in connection with the preparation and submission of the Tender. (Please Note: The e-tenderwales portal and helpdesk are provided free of charge to all Tenderers.)
- 2.3 Any resulting contract, its formation, its interpretation and performance will be subject to, and in accordance with the Law of England and Wales.
- 2.4 Tenderers shall be deemed to have satisfied themselves before submitting their Tender as to the correctness of their tender prices stated which shall (except as insofar as is otherwise provided in the Agreement), cover all the obligations under this Agreement and subsequent Contracts.
- 2.5 Tenderers should respond as follows on the eTenderWales Portal:

www.etenderwales.bravosolution.co.uk

- Access the ITT itt_59361
- Download all relevant tender documentation and guidance materials from the attachments area of itt_59361
- **Complete the Qualification Questionnaire:**

The Tenderer must complete all relevant questions in the electronic Qualification questionnaire. Tenders that do not meet the requisite criteria will not progress to the next stage of the evaluation.

- **Complete the Technical Envelope:**

The Tenderer must then complete the technical/quality questions.

Tenderers must ensure that they follow the guidance contained within the questionnaire. Responses containing any information outside the response limits stipulated, and/or other attachments or embedded documents will not be considered by the evaluation panel.

It is expected that tenderers will have the experience and professionalism to fully answer the questions posed within the restrictions.

Tenderers should ensure they have fully answered each question, each question will be marked on its own merits.

- **Complete the Commercial Submission**

Unless requested specifically to do so, you are not required to submit any other information. Please note that information that is not specifically requested will be disregarded.

- 2.6 No material other than that specifically requested in this Invitation to Tender should be provided as part of the tender. Any such material provided will not be passed to the tender evaluation panel or form any part of the evaluation.
- 2.7 Your tender and all accompanying documents are to be in English.
- 2.8 Completed Tenders must be received by no later than **14:00 on 17th February 2017.**
- 2.9 Completed Tenders must only be submitted (Published) via the etenderwales portal <https://etenderwales.bravosolution.co.uk>
- 2.10 To constitute a bona fide Tender, it is essential that all information requested is duly completed and returned. Any details not provided or fully completed may constitute an admission of unsuitability/inability to fulfil requirements and may result in the Tender being rejected at the Client's absolute discretion.
- 2.11 If after viewing the ITT package the Tenderer decides not to submit a Tender, we would be grateful if the Tenderer would give reasons for rejection through the relevant area on the etenderwales portal.
- 2.12 Late tenders will normally be rejected.

- 2.13 It is the responsibility of tenderers to ensure they upload the correct documents in the correct place. No dispensation will be given for missing and inaccurately located information.
- 2.14 Any alteration or addition to the Framework Agreement enclosed with the tender documentation or other qualification of the tender submission in respect of the standard bid may result in the tender being rejected.
- 2.15 Tenderers are advised to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted and results in a successful Tender Award.
- 2.16 The Client is not bound to accept the lowest or any Tender and shall not incur any liability in respect of any tender submitted.
- 2.17 **Tenders will remain open for acceptance for 120 days.**
- 2.18 Tenders shall only be submitted on the basis that they are bona-fide Tenders. In recognition of this principle it is agreed that the Client shall have the power to cancel the Contract or remove the supplier from the framework agreement and to recover from the Tenderer the amount of any loss arising from the cancellation if the Tenderer shall have either:
- 2.18.1 Offered or given or agreed to give any Officer or Member of the Client or any of the named employers any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure. The word Tenderer for these purposes shall be deemed to include any and all persons employed by either the Tenderer or by any company or consortium acting as the Tenderer, or by any person purporting to act on the Tenderer's behalf whether the Tenderer is aware of their acts or not. The Tenderer's attention is drawn to sections 94 to 98 and section 117 of the Local Government Act 1972 (as amended); or
- 2.18.2 Communicated to any person other than the Employer the amount or approximate amount of the proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance), or
- 2.18.3 Entered into any agreement or arrangement with any person as to the amount of any proposed Tender or that person shall refrain from Tendering. Unless otherwise stated all documents requiring a signature must be duly signed as required below; if a date is required, this must also be shown.
- 2.19 Tenderers shall also note that the Employer believes that it is unlikely that TUPE will apply in relation to the award of this contract.

3. Consortia and Sub-Contracting

- 3.1 Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of

consortium members or sub-contractors who will play a significant role in the delivery of the Agreement under any ensuing contract. For the purposes of this ITT, a significant role is where the economic and financial standing and the technical or professional ability of the consortium member or sub-contractor is referred to or relied upon in response to the ITT.

- 3.2 Responses must enable the Client to assess the overall service proposed.
- 3.3 Confirmation will be required that, in the case of a consortium not involving a prime contractor, it will form itself into a legal entity prior to the contract commencing, either by means of incorporation or by a partnership where each party to the consortium will be jointly and severally liable for the performance of the contract.
- 3.4 The Client recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Tenderers should therefore respond in the light of the arrangements as currently envisaged. Tenderers are reminded that any future change in relation to consortia and sub-contracting must be notified to the Client so that they can make a further assessment by applying the criteria to the new information provided.
- 3.5 Without prejudice to paragraphs 6.1 – 6.3 below, the Client needs to ensure that any entity with which the Client contracts, meets the financial standing requirements in the ITT. Consequently where a Tenderer intends to rely on the financial standing of other entities (whether parent companies, group companies or otherwise), full information must be provided about those other entities.

4. Prices

- 4.1 Unit rates where required must be quoted in pounds and pence sterling. Any lump sum item prices must also be expressed in a similar manner. Every item must be priced. Where there is no charge, a “NIL” figure shall be included.
- 4.2 Tenders should be submitted exclusive of Value Added Tax (VAT). Prices inserted in the Commercial Submission must be stated in Sterling (GBP).
- 4.3 For the avoidance of doubt the Schedule of Staff Rates shall be deemed to include all costs, expenses, disbursements, general and head office overhead of complying with all of the duties and obligations under this Agreement, including all travel time and travel cost, administrative or support services and associated costs, costs of providing the Framework Manager and managing this Agreement together with the preparation of any reports, plans, printing or copying;

The rates shall be fixed for the Term of the appointment save that on the Annual Anniversary in each year the following will apply:

- 4.4 On each anniversary of the Commencement Date and not more frequently than on subsequent anniversaries of such date, the Consultant may request to the Client, giving no less than 45 working days notice, that the fee rates chargeable are reviewed and adjusted by the percentage change increase (if any) in the Office for

National Statistics' Services Producer Price Index (SPPI) for 7112000000 Architectural and Engineering Services. The calculation is based against the annual increase in the closest complete year for contracts awarded after each anniversary date.

The Consultant is able to offer a rate saving based upon the above criteria if they wish.

The percentage increase will be taken to the first two decimal points without any rounding up or down.

5. Evaluation of Tenders

- 5.1 An Evaluation Panel consisting of representatives from the employer organisations will consider all Tenders correctly submitted.
- 5.2 Tenderers should note that bids will be assessed individually in the sequence described below and subsequently awarded as detailed in para 5.4.
- 5.3 An indicative timetable from issue of these Instructions to Tenderers, to Tender submission and contract execution is set out below. This timetable and any revisions thereto or further timetables notified prior to contract execution are for the benefit of the Client and may be changed without prior notice by the Client.

Issue of Tender Documents	16th January 2017
Return of Tenders	17th February 2017
Final Award of Tender	17th March 2017
Commencement of Framework Arrangement	1st April 2017

- 5.4 Tenders will be evaluated on the basis of the most economically advantageous tender received, having regard to the following criteria:

5.4.1 Stage 1 – Qualification

The Tenders will be checked initially for compliance with these Instructions to Tenderers and for completeness. Clarification may be sought from Tenderers in order to determine if a Tender is complete and compliant. Tenders which are not substantially complete and/or compliant with these Instructions may be rejected.

As a minimum, Tenderers will need to meet the requirements of the Qualification Questionnaire. Minimum requirements are set out within the questionnaire and all questions will be judged on a Pass/Fail basis.

Failure to meet these requirements will disqualify Tenderers from being considered further.

5.4.2 Stage 2 – Technical Element

The intention of the questions is to elicit the tenderer's understanding of the agreement and the issues covered by each question. The tenderer is expected to answer the questions clearly and concisely.

Responses to questions shall address all matters contained within the questions and shall be factual, concise and complete. Marks will be lost if the responses are deemed to not comply with this requirement. Each response must be no more than the number of pages specified in the Technical Evaluation Guidance (Appendix 1 to this document); responses should be provided in Arial 12 point and this limit excludes tables, diagrams or schedules that can be included for completeness. However, this should not be seen as a benchmark and answers should be shorter where concise and complete answers can be given in less space. Please note; for each response we will only evaluate information provided within the permitted limit (excluding tables, diagrams or schedules).

The questions in the technical questionnaire have been separated into Management and Staffing, Sustainability and Community Benefits, Technical Competence and Managing Health & Safety.

The evaluation panels will determine a consensus score for each of the questions within the Technical questionnaire based on pre-determined scoring guidance detailed in the Technical Questionnaires.

Tenderers who only achieve a score of "Zero" or "One" against any individual question will be excluded from further consideration.

Weightings appropriate to the importance of each aspect will be applied to the marks awarded for each question in the quality submission, Appendix 1 to this document indicates the scoring sheet with the weighting applied.

In the case of tenderers who meet the minimum thresholds, their overall scores will be combined to reach a total 'Technical' score out of 100, this will then be reduced on a pro-rata basis to a maximum of 40 points. In the case of tenderers who do not meet the minimum thresholds, their overall scores will be combined to reach a total 'Technical' score out of 100, this will then be reduced on a pro-rata basis to a maximum of 40 points allocated for the Technical element.

Following this stage there may be a requirement to attend a Tender Clarification Meeting should any element of your bid require clarification.

The quality score for each tender will be carried forward to the final tender assessment.

5.4.3 **Stage 3 - Commercial questionnaire** will be evaluated according to the scoring methodology referred to in the following paragraphs.

The financial scoring will be assessed as follows-

Hourly Rate by staff grade.

The hourly rates by staff grade, contained in Vol 2 Schedule 2 shall be completed in accordance with the instructions given and only included in the Financial Submission, Commercial Envelope.

These rates will be inserted into a model prepared by the Client containing an estimate of the number of hours required for the key members of staff and other supporting staff, to produce an estimate of the design fees. This model is based on the estimated cost of providing previous commissions over a pre-determined period. These models, predetermined by The Employers and the Client, are not released to tenderers, however will be uploaded onto the eTender portal for audit purposes prior to the submission of Tenders to ensure transparency when evaluating the financial submissions.

A maximum of 60 points will be awarded for price out a total 100 points. The table below illustrates how the estimated design fees will be converted to a price score for each Tenderer (NB: prices shown are for illustration purposes only and in no way reflect the pricing for this exercise):

Price Scoring Model – Worked Example

Description	Formula	T1	T2	T3	T4	T5
Service Price (£)	W	£610	£670	£615	£605	£700
Lowest Price (£)	X	£605				
Calculation	$Y = X \div W$	0.99	0.90	0.98	1.00	0.86
Convert to Points	$Z = Y \times 60$	59.4	54	58.8	60	51.6

If a Tendered cost using the commercial model is 80% or less than the average of all tendered prices submitted, the Client reserves the right to reject the tender as being abnormally low in accordance with the EU Procurement Regulations 2015. Any tenderer found to be in that position may receive a written request for clarification of their bid and/or asked to attend a meeting with the Client, after which a final decision will be made.

The financial score for each tender will be carried forward to the final tender assessment. Please see Appendix 2 for a worked example.

5.4.4 Final Tender Assessment

The final tender assessment will be based on a weighting of the Quality and Financial submissions in the ratio 40:60 respectively and will identify the top 5 successful consultants who will be included in the Framework. Please see Appendix 2 for a worked example.

5.4.5 Framework Resilience

It is imperative that the Framework maintains its' resilience throughout its duration to ensure it remains fit for purpose and continues to meet Clients expectations.

Save for the instance described under 5.4.5.1, in the event that framework supplier/s are lost from the framework due to:-

- Non performance
- Administration / Liquidation
- Mergers / Acquisitions

Then the space/s available will be offered to the next best ranked unsuccessful supplier at ITT stage provided they met the relevant quality thresholds.

- 5.4.5.1 In the event that a lead supplier in a consortium on the Framework is put into administration or liquidated, the Consortia will cease to exist as a legal entity. Provided that the remaining parties on the Consortia can evidence that they can continue to meet the requirements as they would have done as a whole, NPS will advise the remaining suppliers on the Framework of its' intention to keep the newly formed Consortia on the Framework and will allow a 30 day window for any challenges.

6. Acceptance of Tender

- 6.1 The NPS does not bind itself to accept any Tender and reserves the right to accept a Tender either in whole or in part.
- 6.2 The NPS, on behalf of the Welsh Ministers, reserves the right to award part or none of this agreement. In the event that no award is made the NPS will not be liable for any tenderer costs arising.
- 6.3 Following evaluation of the Tenders, the NPS will issue written notice of its intent to award the Agreement, subject to a minimum ten day standstill period.
- 6.4 Agreement documentation will be issued only after the standstill period has passed.
- 6.5 Within seven calendar days of receipt of any Agreement documentation, the successful tenderer(s) shall sign and return such paperwork to the NPS. The successful tenderer(s) will not be eligible to provide services under the Agreement until the Agreement documentation is signed and returned to the NPS.

7. Modification of Invitation to Tender

- 7.1 Any advice of a modification to the ITT shall be issued electronically and all Tenderers will be alerted via the eTenderwales portal of the actual changes made.
- 7.2 In the event of changes being made after a Tenderer has published their Tender you will be duly alerted and will be required to republish your Tender to evidence

that you have given due consideration to the changes made. All such changes shall be deemed to constitute part of, the ITT.

- 7.3 If necessary, the Client shall revise the Tender date in order to comply with this requirement.

8. Freedom of Information Act (FOIA)

- 8.1 The provisions of the FOIA apply to the Welsh public sector.
- 8.2 One of the consequences of the FOIA is that information, which the Client holds about your organisations, may be subject to disclosure in response to a request, unless the Client decides that one of the various statutory exemptions applies.
- 8.3 Tenderers are requested to specify, with reasons, if anything contained in the Tender is confidential. The Client will use reasonable endeavours to keep such information confidential but cannot guarantee to do so if it is obliged to disclose such information pursuant to its duties under the FOIA.
- 8.4 The Client cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

9. Enquiries concerning this Invitation to Tender (ITT)

- 9.1 Any queries relating to this ITT must be submitted through the messaging area of the e-tenderwales portal.
- 9.2 Note: No response will be given to any questions raised outside the e-tenderwales portal <https://etenderwales.bravosolution.co.uk/web/login.shtml>.
- 9.3 Where appropriate, the response from the Client, as well as the nature of the query, will be shared with all Tenderers, without disclosing the name of the Tenderer who initiated the query.
- 9.4 On no account before the Tender Date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation to Tender unless the Client redirects the enquiry.
- 9.5 Any request for clarification on any element of the ITT submitted via the portal after the deadline of 14:00 on the 3rd February 2017 for clarifications will not be responded to.

10. Tendering Support

- 10.1 You may find it helpful to contact your regional business advisory network to seek general advice and guidance if you are considering tendering for this and future public sector contracts.

Potential bidders in Wales can access services at:
<http://business.wales.gov.uk/growing-business/welsh-government-support-1/supplier-development-service-0>

1. Appendix One – Technical Evaluation

Standard Marks for Quality Questions

Scoring - Quality Criteria	
Rating of Response	Score
Perfect & Fully Compliant Submission - which meets all the requirements and address thoroughly and convincingly, with significant evidence of the Tenderer's understanding and experience.	10
Excellent Submission – which meets all requirements of the specification and is fully explained in comprehensive detail. No omissions in the response.	9
Very Good Submission - Response is credible and positive and demonstrates a position completely in accordance with the tender requirements.	8
Good Submission - Provides a credible and convincing response to all of the requirements raised.	7
Satisfactory Submission - which meets the essential requirements and is explained in adequate detail.	6
Average Submission – addresses the essential requirements, but leaves a number of gaps and concerns over tenderer's understanding/experience/credibility against the tender requirements.	5
Acceptable (Minor issues) Submission - which in some areas falls short of requirements and is poorly explained	4
Weak Submission – falls short of most of the requirements with weak or no explanation. Only addresses the requirements to a limited degree	3
Poor Submission – scarcely meets the requirements and raises doubt as to the ability to develop an acceptable and beneficial contract.	2
Very Poor Submission - either fails to address the criteria or fails to demonstrate any understanding/experience/credibility against the tender requirements. Bid excluded from further consideration	1
An unanswered response - or a response that does not fulfil the requirement in any way. Bid excluded from further consideration.	0

Technical Evaluation Criteria

Quality Criteria	MAX PAGE COUNT*	ASPECT WEIGHTING (A)
Section A : Management and Staffing (55%)		
A.1 General Method Statement for the management of the Engineering Design Framework	6	25
A.2 CV's of senior staff together with details of staff identified as Key Personnel within the Framework	2 per CV	10

	Agreement.		
A.3	Strategy for assembling and maintaining sufficient resources to provide the services throughout the contract.	2	10
A.4	Improving relationships and collaborative working	2	10
Section B : Sustainability and Community Benefits (30%)			
B.1	Environmental management and CEEQUAL	4	15
B.2	Sustainability and Community Benefits		
	Section One	2	10
	Section Two	1	2.5
	Section Three	1	2.5
Section C : Technical Competence (10%)			
C.1	IT systems	1	5
C.2	Project Control and Risk	2	5
Section D : Managing Health & Safety for CDM (5%)			
D.1	Company Arrangements for discharging its duties under CDM 2015	1	2.5
D.2	Health & Safety advice competency	1	2.5
Totals			100

***All submissions must be in Arial 12 point, maximum page counts excludes tables, diagrams and schedules.**