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**Invitation To Tender**

**v2c25028 – legal services**

**Return Deadline:**

12:00 (noon), 14 November 2025

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# Tender Overview

## Tender Brief

This Invitation to Tender (ITT) has been issued by Barcud Shared Services for and on the behalf of Valleys to Coast Housing Association. This ITT is to be run as an Open Procedure in accordance with Procurement Act 2023 (PA23) and advertised on Sell2Wales.

Valleys to Coast seeks to appoint a firm of solicitors to provide external legal services, with a focus on delivering **fixed-fee arrangements wherever possible**, to ensure value for money. Bidders will be required to demonstrate flexibility in how services are delivered and include initial fixed pricing structures.

The contract will be split into three distinct lots:

* **Lot 1:** Gas/Electrical Injunctions
* **Lot 2:** Housing Disrepair
* **Lot 3:** Anti-Social Behaviour Injunctions

The services required may involve high volumes of work, particularly in Lots 1 and 2, and may also extend to related housing management issues such as possession proceedings.

Further detail is provided in the tender specification.

Contract Term: 2 Years + the option to extend for a further one year.

Contract Value: Up to £380,000.00 per year.

Further information on the tender requirements may be found within the associated tender specification.

## Indicative Timetable

Set out below is the proposed procurement timetable. This is intended as a guide and, whilst Barcud Shared Services does not intend to depart from the timetable, it reserves the right to do so at any stage.

|  |  |
| --- | --- |
| **Procurement Stage** | **Date** |
| ITT Release Date: | 21 October 2025 |
| Supplier Clarification Deadline: | 11 November 2025 |
| ITT Response Submission Deadline: | 12.00 (noon), 17 November 2025 |
| Anticipated Completion of Tender Evaluation and Notification to Tenderers | Week commencing  24 November 2025 |
| Standstill Period | 26 November 2025 |
| Anticipated Contract Signature Date | Week commencing  08 December 2025 |
| Anticipated Contract Start Date | 10 December 2025 |

Table 1 – Indicative Timetable

## Introduction to Barcud Shared Services

Barcud Shared Services was originally established in 2012 by four large scale voluntary transfer (LSVT) housing associations. Due to the organisation's success, Barcud Shared Services Limited (BSS) was incorporated in September 2019 as a not-for-profit company with five Members: Bron Afon Community Housing, Merthyr Valleys Homes, Tai Tarian & Valleys to Coast Housing with Cynon Taf, joining in 2022. Barcud Shared Services also has a subsidiary company - Astari Limited - which was established to provide services to non-Member organisation’s both in the sector and beyond, focusing on those with a social purpose.

We strive to deliver a high quality, tailored, value-adding service to all our clients, drawing on the knowledge and experience of not only our own skilled staff, but also on the housing knowledge and experience within each of the organisations we work with.

Barcud Shared Servies was established through an effective and unique service based on partnership working. Whilst working with multiple organisations within the sector we are sharing good practice to provide an efficient and robust value for money service. With our extensive experience it has provided us with specialised knowledge and understanding of the sector, the market and any current and emerging risks.

As a group we work with a range of social purpose organisations including:

* Aelwyd Housing
* Barcud Housing Group
* Bron Afon Community Housing
* Cadwyn Housing Association
* Caredig
* Care & Repair Powys
* Cwm Taf Care & Repair
* Cynon Taf
* First Choice Housing Association
* Local Partnerships
* Merthyr Valleys Homes
* Newydd Group
* Pembrokeshire Coast National Park Authority
* SHAL
* Smart Money Cymru
* Tai Tarian
* The Care Society
* United Welsh
* Valleys to Coast

Barcud Shared Services has two simple objectives:

1. To ensure our clients get best value for money through the creation and delivery of a range of high-quality shared services that decrease cost and increase value; and
2. Investment in our colleagues, structures and systems to ensure that delivery of those services is of the highest quality.

## Introduction to Valleys to Coast (V2C)

V2C is a not-for-profit organisation administered by a remunerated Board, which operates within the Bridgend County Borough Council local authority area, and provides management, maintenance, and improvement services to 5,951 rented homes, all within the administrative boundary of Bridgend County Borough Council (BCBC).

V2C also provides management services to 688 leasehold flats, has a portfolio of 50 shops and other non-residential properties let on commercial terms, and manages 815 garages.

V2C’s principal activities are the improvement, management, and development of housing for rent.

V2C was established through a stock transfer from Bridgend County Borough Council (BCBC) in September 2003 with the aim of improving our customers’ homes and working with other organisations to support the wider community.

**Our Purpose**

Providing homes and places where people feel safe and happy.

Our purpose describes what we are here to do as an organisation. It is the essence of why we exist, and it drives our strategic priorities. We help people to live together independently.

**Our Vision**

Helping build a better Bridgend and Wales.

Our vision is intended to stretch and provoke our people to think the impossible and have ambitious aspirations for themselves and our customers. It is inherently based on us building strong and fertile partnerships in every area of our business.

**Our Values**

Our Values are our fundamental beliefs as an organisation. They are the guiding principles for how all of our people should behave and act. They flow through every part of our organisation, and are what makes us special:

* Value People - We see the potential in people, those we work with and those we are here to serve.
* Think Differently - We try new things to improve peoples’ lives and careers.
* Courage to see things through - We want the best for ourselves, our colleagues, and our customers, so we speak, work and act with conviction, strength and determination.

Take a look at our [Corporate Strategy](https://docs.google.com/presentation/d/1tK-yRhcwLQrd6V57Yu_1kEwqAF1iprpHj32aeTE6xlk/preview?slide=id.p).

# Tender Guidance

## Instructions to Tenderers

These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is therefore important that you provide all the information asked for in the format specified.

Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender response may result in the rejection of the Tender.

Tenderers are required to acquaint themselves fully with the extent and nature of the goods and services and contractual obligations. These instructions constitute the Conditions of Tender.

Participation in the tender process automatically signals that the Tenderer accepts these conditions of Tender.

Barcud Shared Services does not guarantee any volume of demand/spend as a result of any contract awarded; any volume detailed in the ITT document is for indication only.

Tenderers must complete the associated Price Schedule in relation to the Price evaluation. The ‘total tender sum’ stated in the Tender Declaration will be used to evaluate the ‘Price’ element. Further information can be found in 3. Evaluation and Selection.

Tenderers must also ensure that the Form of Tender, Non-Collusion Document and Tender Declaration are completed, signed and returned with the tender submission.

Tenderers must take into account the requirements of the Agreement and the Appendices attached together with the instructions set out in this ITT in preparing their submissions.

The Tenderer shall ensure that each and every sub-contractor, supplier, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.

The Tenderer shall not make contact with any other employee, agent or consultant of Barcud Shared Services or any other organisation referenced in the contract notice that are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by Barcud Shared Services.

Barcud Shared Services reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise. Under no circumstances will Barcud Shared Services, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

In the event that a preferred bidder withdraws its tender submission after notification of appointment but prior to contract signature, or an appointed Contractor is disqualified from the process due to failing any of the Grounds for Mandatory Rejection or Discretionary Rejection during the life of the Agreement, or an appointed Contractor has its contract terminated, or the scope of the original Agreement changes and Barcud Shared Services requires additional resource, then Barcud Shared Services reserves the right (at its discretion and subject to the Regulations) to award a contract to the bidder that, on the basis of the evaluation, submitted the next Most Advantageous Tender.

## Preparation of Tender

It is the Tenderer’s responsibility to obtain, at their own expense, all information necessary for the preparation and submission of Tenders. Under no circumstances will Barcud Shared Services, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

Tenderers are required to complete and provide all information required by Barcud Shared Services in accordance with the conditions of the Tender and the Invitation to Tender. Failure to comply with the conditions and the Invitation to Tender may lead Barcud Shared Services to reject a tender response.

Barcud Shared Services relies on Tenderers’ own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process. Under no circumstances will Barcud Shared Services, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

No alteration or addition must be made to the Tender Declaration, to the Priced Schedule or to any other component of the Tender documentation, without Barcud Shared Services’ explicit agreement.

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 different footing from other Tenders.

The Tender Declaration must be completed and returned with the tender submission. Should any tenders be returned without these forms then Barcud Shared Services reserves the right not to consider the tender submission.

Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as appropriate, regarding the requirements of their Tender, without the reliance upon any opinion provided by Barcud Shared Services or their advisers and representatives. Tenderers should notify Barcud Shared Services promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process. Under no circumstances will Barcud Shared Services, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-Contractors, suppliers or advisers in this process.

## Submission of Tenders

To enable Barcud Shared Services to assess ITTs quickly and accurately please do not submit any material other than the completed ITT and any requested supporting information. Please return one electronic copy via Sell2Wales ‘Post-box’ facility no later than the specified Tender Deadline.

Tender submissions must be in the English language. Each response must be submitted within the allocated space provided within the tender documents and all supporting information not included in the box should be referenced to and submitted alongside. Any supporting documents that are not in English must be accompanied by an English translation and a certificate of authenticity from an independent and appropriately accredited translator.

One of the major issues when evaluating tenders is being able to accurately evaluate each company’s proposal. To ensure this process is as straightforward as possible, all of your responses will need to be submitted in the prescribed format.

Where a written answer is requested as part of the tender only the information provided within the individual questions response area will be considered. Tenderers may be permitted to attach supporting documentation in response to a question (only when clearly stated); supporting documentation must be referenced within the questions answer, relevant to the question in hand and properly labelled, documents that are not properly labelled may be disregarded. Attached documentation, tables or diagrams included within a response will not be considered as part of the maximum word counts.

Price and any financial data provided must be submitted in or converted into sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. The sterling figure will be used in the evaluation.

Before analysing, it may be necessary for Barcud Shared Services to seek clarification of particular details in Tenderers’ ITT submissions and such clarifications will be made via email and should be responded to promptly.

Barcud Shared Services may, at its own absolute discretion, extend the Return Date and the time for receipt of Tenders. Any extension granted will apply to all Tenderers.

## Queries Relating to Tender

All queries regarding this ITT must be made in writing via the Questions and Answer facility within Sell2Wales. Questions will only be received and responded to via Sell2Wales.

Questions should be submitted in line with the Q&A deadline detailed in the indicative timeline.

In order to ensure equality of treatment of Tenderers, Barcud Shared Services intends to publish all questions raised by Tenderers, together with Barcud Shared Services responses (but not the source of the question), to all interested parties via sell2wales website.

Tenderers should indicate if a query is of a commercially sensitive nature where disclosure of such query and the answer would, or would be likely to, prejudice its commercial interest. However, if Barcud Shared Services, at its sole discretion, does not either; consider the query to be of a commercially confidential nature, or one which all Tenderers would potentially benefit from seeing, Barcud Shared Services will;

1. invite the Tenderer submitting the query to either declassify the query and allow the query, along with Barcud Shared Services response, to be circulated to all Tenderers; or
2. request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

Barcud Shared Services will aim to respond to all clarification requests within 48hrs however reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would be likely to prejudice its commercial interest.

## Amendments to Tender Documents

At any time prior to the deadline for the receipt of Tenders, Barcud Shared Services can modify the ITT. Any such amendment will be numbered and dated and issued by Barcud Shared Services to all prospective Tenderers via Sell2Wales website.

In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, Barcud Shared Services may, at its discretion, extend the Return Date and time for receipt of Tenders.

## Right to Reject/Disqualify

Barcud Shared Services reserves the right to reject or disqualify a Tenderer where;

1. the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and or
2. the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the Tender process; and/or
3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

## Right to Cancel, Clarify or Vary the Process

Barcud Shared Services reserves the right to;

1. amend the terms and conditions of the Invitation to Tender process;
2. cancel the Invitation to Tender process at any stage; and or
3. require the tenderer to clarify its tender in writing and/or in person and/or provide additional information. Failure to respond adequately may result in the tenderer not being selected.

## ~~Site Visits~~

~~Site visits maybe offered as part of this process to help Tenderers ensure that they are completely comfortable with the scope of the requirements ahead of submitting their proposal. Tenderers are strongly encouraged to participate in the site visits if offered. To arrange a site visit Tenderers must contact Barcud Shared Services in advance through Sell2Wales, prior to the supplier questions deadline. Tenderers are only allowed access to the site by pre-arranged appointments with Barcud Shared Services. A representatives may accompany Tenderers when visiting and inspecting the site.~~

## ~~Leaseholder Consultation~~

~~This tender includes the involvement of Leasehold properties and as such consultation with these leaseholders under section 20 of the Landlord & Tenant Act 1985 is being undertaken. Consultation with leaseholders may increase the period between Tender Evaluation and Award Notification.~~

## Corporate Policies

In addition to the requirements outlined in the Specification the appointed contractor will be required to comply with the relevant Barcud Shared Services Clients policies and codes of practice, these policies can be provided upon request.

## Sub-Contracting Arrangements

Where a sub-contracting approach is proposed, all information requested should be given in respect of the primary Supplier/Contractor.

Where sub-contractors will play a significant role in the delivery of the services or products under the Contract please indicate, in a separate appendix (by inserting the relevant company/organisation name), the composition of the supply chain, indicating which member of the supply chain will be responsible for the main elements of the Contract by producing a structure that proves to Barcud Shared Services that the Tenderer will have at its disposal the resources necessary, with regard to criteria relating to economic and financial standing as set out under Regulation 58 (7) and the technical and professional ability as set out in Regulation 58 (15). It must be noted that ultimate responsibility will always rest with the primary Supplier/Contractor. Tenderers must demonstrate how they will secure and manage their supply chain to deliver contracts.

It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Tenderers should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and, therefore, may affect the ability of the Tenderer to proceed with the procurement process or to provide the goods.

## Consortia Arrangements

If the Tenderer bidding for the Contract is a consortium, the following information must be provided;

* full details of the consortium;
* the proposed proportionate responsibility of each of the members;
* full details of the actual or proposed percentage shareholding of the constituent members within the consortium;
* the lead member of the consortium who will be contractually responsible for delivery of the Contract (if a separate legal entity is not being created); and
* if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate appendix.

Please note Barcud Shared Services reserves the right to require a successful consortium to form a single legal entity if awarded the Contract, to the extent that a specific legal form is deemed by Barcud Shared Services as being necessary for the satisfactory performance of the Contract. **All members of the consortium will be required to provide the information required in all sections of the Tender Award Stage as part of a single composite response to Barcud Shared Services**, i.e. each member of the consortium is required to complete all sections of the Tender Award Stage.

The submissions of each consortium member will be scored in accordance with the weightings and rationale as described within 3. Evaluation and Selection.

The total overall score of each consortium member will be added together and divided by the total number of consortium members. For example, if there are 3 consortium members, the total overall score of each consortium member will be added together and divided by 3.

If one, or more, members fail one of the Pass/Fail questions then Barcud Shared Services reserves the right to seek clarification from the lead member of the consortium to allow them to provide an adequate explanation of why the consortium member has failed the question. If the lead member cannot provide an adequate explanation, Barcud Shared Services reserves the right to apply a Fail for this question, and therefore, Barcud Shared Services reserves the right to apply a Fail for the whole consortium, which will result in the consortium not proceeding further in the tender process.

Barcud Shared Services recognises that arrangements in relation to consortia may (within limits) be subject to future change. Tenderers should therefore respond in the light of the arrangements as currently envisaged. Potential suppliers are reminded that any future proposed change in relation to consortia must be notified to Barcud Shared Services so that it can make a further assessment by applying the Award Criteria to the new information provided.

## Disbarment and Contract Termination

In accordance with the Procurement Act 2023, the Authority reserves the right to terminate the contract with immediate effect if the Supplier, or any entity on whose capacity the Supplier relies, is added to the debarment list maintained under Section 59 of the Act during the term of the contract. This right applies whether the disbarment relates to mandatory or discretionary exclusion grounds. In such circumstances, the Authority shall incur no liability for loss of profit, loss of business, or any other compensation arising from the termination, and payment will only be made for goods, services, or works delivered and accepted prior to the termination date.

# Evaluation and Selection

## Award Criteria

The Tender Evaluation Stage is used to evaluate the responses submitted by Tenders against the Award Criteria in terms of Price and Quality to ascertain the ‘Most Advantageous Tender’ (MAT).

The Award Criteria for this contract has been weighted as follows:

|  |  |
| --- | --- |
| **Element** | **Weighting** |
| Price | 70.00% |
| Quality | 30.00% |

Table 2 – Award Criteria

Please note the Tenderer must be able to ‘pass’ all of the Pass/Fail questions shown in the table below in order for their bid to be valid.

## Foundation Questions

As part of the evaluation process a preset bank of foundation questions are required to be completed, further to this Tenderers are required to ‘self-declare’ that they meet the relevant Pass/Fail criteria detailed in the Tender Response Questionnaire.

The successful Tenderer will then be asked to submit all necessary documentation to prove evidence of self-declaration. If the successful Tenderer fails to provide the required evidence within set timeframes, or the evidence proves unsatisfactory, the award of the contract will not proceed.

|  |  |  |
| --- | --- | --- |
| **Section** | **Question** | **Weighting Allocation** |
| **A - Organisation Details** | All questions | Information only |
| **B – Financial Information** | B – 1.  B – 2.  B – 3.  B – 4.  B – 5. | Pass/Fail  Pass/Fail  Pass/Fail  Pass/Fail  Information only |
| **C- Quality Systems, Accreditations and Policies** | C – 1.  ~~C – 2.~~  ~~C – 3.~~  C – 4.  C – 5.  C – 6. | Pass/Fail  ~~Pass/Fail~~  ~~Information only~~ Pass/Fail  Pass/Fail  Pass/Fail |
| **D - Health and Safety** | ~~D – 1.~~  D – 2.  D – 3.  D – 4.  ~~D – 5.~~ | ~~Pass/Fail~~  Pass/Fail  Pass/Fail  Pass/Fail  ~~Pass/Fail~~ |
| **E - Sustainability and Environment** | ~~E – 1.~~  E – 2.  ~~E – 3.~~ | ~~Pass/Fail~~  Pass/Fail  ~~Pass/Fail~~ |
| **F - Equal Opportunities and Modern Slavery** | F – 1.  F – 2.  F – 3.  F – 4.  F – 5.  F – 6. | Pass/Fail  Pass/Fail  Information only  Information only Pass/Fail  Pass/Fail |

Table 3 - Foundation Questions

## Evaluation Questions

As part of the evaluation process Barcud Shared Services has established a set of qualitative questions that are required to be completed by all Tenderers. These questions, listed in Table 4 - Evaluation Questions, will be used by the evaluation team to evaluate Tenderers criteria to deliver the Most Advantageous Tender.

The Quality weighting of each question has been stated in Table 4 - Evaluation Questions, Quality Weighting Allocation.

|  |  |  |
| --- | --- | --- |
| **Section** | **Question** | **Total Weighting Allocation** |
| **G – Community Benefits** | G – 1. | Information only |
| **H – Previous Experience** | H – 1.  H – 2. | **7.5%**  **7.5%** |
| **I – Contract Delivery** | I – 1.  I – 2. | **7.5%**  **7.5%** |
| **J – Environmental Sustainability** | J – 1. | Information only |
|  | **Total** | **30.0%** |

Table 4 - Evaluation Questions

## Tender Evaluation Process

The submitted Tenders will be subject to a three-part evaluation process at Tender Evaluation Stage.

### Part One – Initial Screening Assessment

Tenders will be subject to an initial screening assessment to confirm:

1. the Tender has been submitted on time, is completed correctly, is materially complete and meets the requirements of the invitation documents;
2. the Tender is sufficiently complete to enable it to be evaluated in accordance with the tender specification; and
3. The Tenderer has not contravened any of their terms and conditions of the tender process.

### Part Two – Qualification Pass/Fail Questions

If a Tenderer fails on any of the Qualification ‘Pass/Fail’ questions as set out in Table 3 - Foundation Questions, Barcud Shared Services will disqualify the Tenderer at this stage and will not proceed to evaluate the Quality or Price submission. Barcud Shared Services reserves the right to seek clarification from the Tenderer if any answer to the ‘Pass/Fail’ questions is not clear.

Tenderers must be aware that if they fail any of the ‘Pass/Fail’ questions then their bid will be rejected and they will not proceed further in the tender process.

### ‘Self-cleaning’

Any Tenderer that answers a question of the Qualification Pass/Fail Questions that would constitute a ‘Fail’ should provide sufficient evidence, in a separate appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question.

The Tenderer has to demonstrate it has taken such remedial action, to the satisfaction of Barcud Shared Services, in each case.

If such evidence is considered by Barcud Shared Services (whose decision will be final) as sufficient, the Tenderer concerned shall be allowed to continue in the process.

In order for the evidence referred to above to be sufficient the Tenderer shall, as a minimum, prove that it has:

1. Provided an adequate explanation of the circumstances why they have “failed” and/or any remedial action that has taken place subsequently that effectively “self-cleans” the situation referred to in that question which satisfies Barcud Shared Services that they can proceed further in the process.
2. Paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct.
3. Clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities.
4. Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the “fail”, criminal offence or misconduct.

Where the measures are considered by Barcud Shared Services to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.

### Part Three – Quality Evaluation

Tenderers who successfully ‘Pass’ all ‘Pass/Fail’ Questions, will be subject to a detailed evaluation of the scored “Quality Questions” in accordance with the Award Criteria and weightings as set out in Table 4- Evaluation Questions.

Each quality question will be reviewed and scored based on the following rational:

|  |  |  |
| --- | --- | --- |
| **Scores** | **Remark** | **Evidence** |
| 5 | Excellent | Response is comprehensive and exceeds expectations. Demonstrates exceptional understanding. |
| 4 | Good | Response clearly meets the requirement to a good level. Demonstrates a strong understanding. |
| 3 | Acceptable | Response meets the requirement to a satisfactory level. Demonstrates a reasonable understanding with adequate evidence, however response lacks sufficient detail. |
| 2 | Weak | Response partially addresses the requirement but lacks sufficient detail, clarity, or supporting evidence. Basic understanding shown, but several areas can be improved. |
| 1 | Poor | Response shows minimal understanding of the requirement. Significant gaps in relevance, clarity, or evidence. |
| 0 | Insufficient | Response is absent, irrelevant, or completely fails to address the requirement. No usable information or evidence provided. |

Table 5 – Scoring Rationale

The answers provided by every Tenderer to each question of the Tender Evaluation Stage will be marked in accordance with Table 5 – Scoring Rationale.

The score achieved and the weighing for each question will be used to calculate a weighted quality score percentage.

Each weighted quality score will be added together to reach a Total Weighted Quality Score.

This will be multiplied by the quality section weighting to arrive at the Overall Quality Score percentage.

This weighted quality score will be used to identify the Tenderer’s relative positions.

Each question indicates a maximum word count, Tenderer are to indicate the number of words in each of their responses, any words which exceed the defined word count will be discounted from the evaluation.

Tenderers may use tables/diagrams and attachments to support and/or demonstrate they meet the Requirement. The word count does not apply to these sections; however, they must be relevant to the response, clearly referenced and not contain the detail of the response Tenderers require considering for their score to be awarded. To avoid doubt, they are purely to support/evidence the Tenderers word count response.

If the evaluation panel determines that a Tenderer is using an excessive number of supporting documents, tables, or diagrams in an attempt to circumvent the stated word count limits, such materials may be excluded from the evaluation process.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Worked Example** (For example purposes only, not related to this tender) | | | | | |
| ***The formula*:**  *(Score of question being evaluated/Maximum points available for question) x question weighing = Weighted score. Sum of weighted scores \* Quality section % weighing =* ***Overall Quality Score %*** | | | | | |
|  | | **Tenderer 1** | | **Tenderer 2** | |
| Question 1 | Weighting: 10% | Score: 5/5 | Weighted score: 10% | Score: 3/5 | Weighted score: 6% |
| Question 2 | Weighting: 10% | Score: 3/5 | Weighted score: 6% | Score: 5/5 | Weighted score: 10% |
| Question 3 | Weighting: 20% | Score: 2/5 | Weighted score: 8% | Score: 3/5 | Weighted score: 12% |
| ***Quality section weighting out of 40%*** | | ***10%+6%+8% = 25% Overall Weighted Score %*** | | ***6%+ 10%+12% = 28% Overall Weighted Score %*** | |

Table 6 – Quality Evaluation

### Part Four – Price Evaluation

Tenderers must complete the Priced Schedule in relation to the Price evaluation. Tenderers must state in the Priced Schedule the ‘Total Tender Sum’ and also carry this forward to the Tender Declaration.

The maximum allocated price percentage will be allocated to the lowest ‘Total Tender Sum’, stated on Tenderers Tender Declaration, remaining bids will be allocated price points calculated off the remaining Tenderers scores in relation to this scale.

|  |
| --- |
| **Worked Example** (For example purposes only, not related to this tender) |
| Tenderer 1 Total Tender Sum = £80,000.00  Tenderer 2 Total Tender Sum = £50,000.00 |
| *The formula:*  *Lowest priced bid/ price of Tenderer being evaluated x 60%* |
| The Scores:  Tenderer 1 = 50,000/80,000 x 60% = 37.50%  Tenderer 2 = 50,000/50,000 x 60% = 60.00% |

Table 7 – Price Evaluation

Any price deemed abnormally low will be investigated in accordance with the Regulations and Barcud Shared Services reserves the right to reject any bid deemed to be “abnormally low” following the investigation that finds the prices stated are “abnormally low”.

## Overall Scoring

Each Tenderer’s score from both the Quality and the Price Evaluation stages will be added together to obtain an overall tender score out of 100%

Worked Example (For example purposes only):

|  |  |  |
| --- | --- | --- |
| **Evaluation Section** | **Tenderer 1** | **Tenderer 2** |
| Quality score | 25.00% | 29.00% |
| Price score | 37.50% | 60.00% |
| Overall tender score | 62.50% | 89.00% |

Table 8 – Overall Scoring

# Tender Acceptance

Acceptance of a Tender by Barcud Shared Services shall be communicated in writing to the successful Tenderer.

The successful Tenderer shall be notified of:

1. The award criteria.
2. The score achieved during the evaluation.
3. Debrief on the quality score.

All unsuccessful Tenderer’s shall receive written notification of the decision. The notification will include all of the above along with:

1. The name of the successful Tenderer.
2. The score of the successful Tenderer.
3. The score of the Tenderer receiving the notice.
4. Debrief on quality score for Tenderer receiving the notice.

An 8 working day standstill period applies to over-threshold tenders. This period begins once the contract award decision has been communicated to all participating bidders. During this time, bidders may request further information regarding the award decision and, if necessary, raise any concerns or formal challenges.

Where Barcud Shared Services decides not to move forward to the award stage, the unsuccessful Tenderers shall be notified of the decision to end the procurement process.

# Tender Checklist

The following documents are included as appendixes to this Tender Pack:

|  |
| --- |
| **Mini-Competition Pack** |
| Appendix 1 – Foundation Questions  Appendix 2 – Quality Questions  Appendix 3 – Price Schedule  Appendix 4 – Specification  Appendix 5 – Draft Contract |

Table 9 – Tender Pack

Once you have reviewed all documentation and completed your tender response, please review the below check list to ensure you are submitting a full and complete tender response within Sell2Wales:

|  |
| --- |
| **Mini-Competition Checklist** |
| Appendix 1 – Foundation Questions  Appendix 2 – Quality Questions  Appendix 3 – Price Schedule |

Table 10 – Tender Checklist

Please ensure that you have attached any further relevant documentation, clearly labelling what it is and if it should be used in conjunction with any other documents.