



Arlingclose Ltd:

Independent treasury management & leasing services

# **Wrexham County Borough Council**

## **Invitation To Tender for Lease Financing of Vehicles**

**January 2022**

***Submission by [Please type your company name here]***

## FORM OF TENDER

To:

**Invitation To Tenders (ITT) Documents must be returned by 10am 25<sup>th</sup> January 2022**

I/We the undersigned offer to provide the services described within this tender document.

I/We agree that this ITT document is submitted on the basis that the offer shall remain open without variation for a period of 90 days from the closing date for receipt of tenders and that if accepted by the Authority within that period shall be on the offer as set out above.

I/We confirm that this is a bona fide tender intended to be competitive.

I/We understand that the Authority is not bound to accept any tender.

I/We understand that the Authority accepts no liability as to the actual amount of work included within this contract.

Signature:.....

On behalf of:.....

Date:.....

Tel No:.....

Registered Address:.....

## **1.0 Background**

### **1.1 Introduction**

- 1.1.1 Wrexham County Borough Council (the "Authority") is seeking the appointment of a Lessor(s) to fund the acquisition of vehicles, already purchased by the Authority, costing £91,353.60 + VAT in total, either by way of a residual-based/operating lease(s) or non-residual based/finance lease(s).
- 1.1.2 You are invited to submit your proposal to be appointed as Lessor in accordance with the terms of this Invitation To Tender (ITT). Tenderers should ensure that they quote the optimal commercial terms and provide full detail relating to the ITT requirements. Further details of the appointment are set out in section 1.2 below.
- 1.1.3 Arlingclose Ltd advises the Authority and has been appointed to carry out this tender exercise on behalf of the Authority.
- 1.1.4 Applicants are requested to complete this ITT document. Tenderers should follow the instructions for completion and submission of tenders in sections 2.1 and 2.2 below.
- 1.1.5 The Authority reserves the right not to proceed with the procurement process at any time during the process, which shall include the right not to award the contract and does not bind itself to accept the lowest tender, or any tender received, and reserves the right to award the contract in parts, or to call for new tenders should it consider this necessary.
- 1.1.6 The information disclosed in this form will be used in the selection of tenderers. However, any invitation to participate based on this questionnaire does not imply any acceptance by the Authority as to an applicant's financial stability, technical competence or ability in any way to carry out the service or supply of goods. The Authority reserves the right to return to these matters as part of the formal evaluation process, and to request further information if required.

### **1.2 Outline of Requirements**

- 1.2.1 The Authority is seeking bids for residual based or non-residual based / Operating or Finance leasing for the financing of vehicle assets costing £91,353.60. The Authority has already purchased these assets and is therefore seeking a sale and leaseback transaction. The Authority is looking for bids of a 5-year primary lease period. The Authority will consider either type of lease, with a drawdown expected before the end of February 2022.

## 2.0 Instructions to tenderers

### 2.1 Completion of Tender

- 2.1.1 All tenderers must ensure that they comply with the following instructions when responding to the ITT. The Authority reserves the right to reject tenders that do not comply with the instructions set out in this section 2 or which are incomplete.
- 2.1.2 Your response must use this document as a template, entering your responses to questions in the spaces provided. Please expand the text box if it is smaller than you require.
- 2.1.3 All elements of this tender must be fully completed. If an element does not apply to a tenderer, then it must be clearly marked "Not applicable" or "N/A".
- 2.1.4 Non-UK based organisations may where appropriate answer the questions in the ITT using their country's equivalents to any of the terms, standards etc referred to unless specifically stated in the question.
- 2.1.5 Tenderers may supply supporting information that is relevant to their bid. All supporting information must be clearly cross-referenced to the relevant section of the ITT and their response entered therein.
- 2.1.6 Tenderers should provide a full statement of any relevant underlying assumptions in support of the bid. The Authority may require tenderers to provide a more detailed breakdown of the individual elements comprising the bid price or underlying assumptions at the clarification stage.
- 2.1.7 Please ensure that you sign and complete the following forms:
- Appendix 1: Certificate as to Non Canvassing
  - Appendix 2: Certificate as to Collusive Tendering

### 2.2 Submission of Tenders

- 2.2.1 Tenderers must submit one complete **electronic copy**. Failure to return all sections and schedules or failure to complete and sign all relevant sections may result in your tender being rejected. **Electronic signatures are acceptable - there is no need to print, sign and then scan responses.**

- 2.2.2 All tenders **must** be clearly sent with the email subject “**Tender - Wrexham Council - Leasing of Vehicles 25/01/2022**” and sent to:

Greg Readings  
[greadings@arlingclose.com](mailto:greadings@arlingclose.com)

Tenders should arrive to the email address above no later than **10am, 25<sup>th</sup> January 2022**. It is the tenderer’s responsibility to ensure the tender arrives before the closing date and time. Any late bids may, at the discretion of the Authority, be rejected.

- 2.2.3 The Authority will not accept tenders by post.
- 2.2.4 **Please provide the tender in PDF format to avoid the possibility of your response being accidentally or otherwise amended after submission.**
- 2.2.5 The Authority may at its own absolute discretion extend the closing date and the time specified in section 2.2.2 above.

## 2.3 Procurement Process

- 2.3.1 An indicative timetable for the tender process is set out in the table below:

Stage	Date
Deadline for submission of tenderers' clarification questions	24 <sup>th</sup> January 2022
Deadline for submission of ITT	25 <sup>th</sup> January 2022 - 10am
Decision to award Contract	Before end of February 2022

## 2.4 Clarifications during the Tender Preparation period

- 2.4.1 If Candidates require clarification of any issues raised by this Invitation to Tender or have requests for further information, they should submit requests to the Arlingclose contact for this tender Greg Readings, whose contact details are as follows:

Greg Readings  
 e-mail: [greadings@arlingclose.com](mailto:greadings@arlingclose.com)  
 Arlingclose Limited

- 2.4.2 Requests must be submitted as an e-mail. Any un-solicited attempts to contact the Authority by phone or in person may result in your tender not being considered.
- 2.4.3 All requests for clarification must be received by 5.00pm on 24<sup>th</sup> January 2022.
- 2.4.4 The Authority reserves the right to circulate a copy of any question and its response to all tenderers but will not disclose the identity of the tenderer who asked the question.
- 2.4.5 No approach of any kind should be made to any other persons in connection with the tender and the Authority may use its discretion to disqualify tenderers who breach this provision.

## 2.5 Verification of Tenders (Post-Tender)

- 2.5.1 Tenderers may be requested to furnish additional information following submission of their tender to enable the Authority to further assess the tenderers ITT.

## **2.7 Evaluation and Acceptance of Tender**

- 2.7.1 The object of this procurement is to achieve the most economically advantageous solution that will satisfy the Authority's requirements.
- 2.7.2 The Authority does not bind itself to accept the lowest cost offer but is looking for the most economically advantageous proposal based on the criteria stated in the specification.

## **3.0 Conditions of tender**

### **3.1 Terms and conditions**

- 3.1.1 Each Tender received by the Authority shall be deemed to be subject to these terms and conditions unless the Authority shall previously have expressly agreed in writing to the contrary. Any alternative terms or conditions offered by or on behalf of a tenderer shall, if inconsistent with these terms and conditions, be deemed to have been rejected by the Authority unless expressly accepted by the Authority in writing.

### **3.2 Preparation of tender**

- 3.2.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of the tender.
- 3.2.2 Tenderers will be deemed for all purposes connected with their proposals to have satisfied themselves fully as to the nature, extent and character of the services sought and all other matters on which their proposal is dependent.
- 3.2.3 Tenderers selected to submit a tender should not assume that their selection implies any recognition or acceptance of their suitability to undertake the contract.
- 3.2.4 The Authority shall not be liable for any costs or expenses incurred in connection with the completion and return of this ITT.

### **3.3 Changes to and errors in tender**

- 3.3.1 The Authority reserves the right to issue amendments to its requirements at any time prior to the deadline for the return of tenders.
- 3.3.2 Tenderers are advised that if the Authority suspects that there has been an error in the price calculation in a tender it reserves the right to seek clarification as it considers necessary from the tenderer.

### **3.4 Confidentiality and Freedom of Information**

- 3.4.1 The ITT documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the ITT document other than to those who have a legitimate need to know and whom they need to consult for the purposes of preparing the offer.
- 3.4.2 All documentation supplied by the Authority shall remain its property and confidential to it. Tenderers may not without the Authority's written consent at any time use for their own purposes or disclose to any other person (except as may be required by law) any information or material which the Authority may make available of which shall remain confidential to the Authority.
- 3.4.3 The Authority is a public authority for the purposes of the Freedom of Information Act (the "Act") and may be required to disclose certain information provided to it by tenderers in accordance with the Act.
- 3.4.4 The Authority shall use its reasonable endeavours to consult with a tenderer following a request under the Act which would involve the disclosure of information from that applicant. However the decision of the Authority in dealing with a request is final.

### 3.5 Non Canvassing Certificate

- 3.5.1 The Authority will regard direct or indirect canvassing of any member or official of the Authority concerning the award of the tender, or direct or indirect obtaining or attempts to obtain information from any such member or official concerning any other tender or proposed tender of services, as grounds justifying immediate rejection of your tender without further reference to you, or for immediate termination of your contract if you have been a successful tenderer.
- 3.5.2 You must complete the Non Canvassing Certificate enclosed with this Invitation To Tender, Appendix 1. If you do not do so, the Authority reserves the right at its own choice and without consulting you either to reject the tender or to treat you as having agreed, by submitting your tender, to bind yourself to the Non Canvassing Tendering Certificate as though you had completed it.

### 3.6 Collusive Tendering Certificate

#### 3.6.1 Any tenderer who:

- (a) fixes or adjusts the prices, charges or rates shown in its tender by or in accordance with any agreement or arrangement with any other person;
- (b) communicates to any party other than the Authority the amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security), or
- (c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a tender or shall limit or restrict the prices, charges or rates to be shown by any other tenderer in its tender, or
- (d) enters into any agreement or arrangement with any other party as to the amount of any tender submitted, or
- (e) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender
- (f) shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct may attract) be disqualified from the tender process.

- 3.6.2 You must complete the Collusive Tendering Certificate enclosed with this Invitation To Tender, Appendix 2. If you do not do so, the Authority reserves the right at its own choice and without consulting you either to reject the tender or to treat you as having agreed, by submitting your tender, to bind yourself to the Collusive Tendering Certificate as though you had completed it. You should also note that the Authority will regard the lodging of a false Collusive Tendering Certificate as grounds justifying immediate rejection of your tender without further reference to you, or for immediate termination of your contract if you have been a successful tenderer.

### 3.7 Prevention of Corruption

- 3.7.1 The Authority shall be entitled to cancel the contract and recover from the tenderer the amount of any resulting losses if the tenderer or his employees or agents with or without his knowledge:
- a) Does anything improper to influence the Authority to give him/her the contract.
  - b) Commits an offence under the Prevention of Corruption Acts 1889-1916 or Section 117(2) of the Local Government Act, 1972.

### **3.8 Representations**

- 3.8.1 Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Authority does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information or for any loss or damage of any kind or howsoever caused arising from the use by the tenderer of such information

### **3.9 Misrepresentation by Tenderers**

- 3.9.1 Any misrepresentation or fraudulent statement by the tenderer shall permit the Authority immediately to reject the tender or to nullify the award of the Contract, and the tenderer shall reimburse the Authority for any costs incurred by the Authority in respect of the assessment of that tender or award of the Contract.

### **3.10 Rejection of Form of Tender**

- 3.10.1 Any tender submitted by any tenderer in respect of which the tenderer:

- a) fails to tender to supply all of the services; or
- b) has entered into any conduct prohibited by [canvassing]; or
- c) has entered into any conduct prohibited by [collusive behaviour]; or
- d) in connection with its tender or the award of the contract commits an offence under the Public Bodies Corrupt Practices Act 1887, Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or
- e) fails to use the English language

shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority in respect thereof or to any criminal liability which such conduct by a tenderer may attract.

### **3.11 Acceptance and award of Contract**

- 3.11.1 The Authority reserves the right not to proceed with the procurement at any time during the process, which shall include the right not to award the contract.
- 3.11.2 The tender shall remain open for acceptance for a period of 90 days from the closing date for the receipt of tender submissions.

## **4.0 Award Criteria**

- 4.1 The basis for the award of the Contract will be the most economically advantageous tender to the Authority.



## 5.0 Specification

### 5.1 Introduction

- 5.1.1 This section sets out the tender/bid specification and provides boxes for your reply. As well as completing the boxes below Bidders may also use the asset schedule spreadsheet provided to include pricing and residual values.

### 5.2 Equipment

- 5.2.1 Five Vehicles - Kangoo Van M120ZE 33, per Asset Schedule provided.

### 5.3 Type of Lease

- 5.3.1 (a) Operating/Residual-based Lease OR  
(b) Finance/Non-residual-based Lease

It should be noted that the Council will consider either type of lease. Please confirm which type of lease you believe your bid(s) to be. It is acceptable to submit bids of both lease type for the Council to consider.

### 5.4 Asset Cost / Gross Funding requirement

- 5.4.1 £18,270.72 per van.

Total £91,353.60 + VAT

### 5.4.2 Credit and Risk Approval

Please confirm whether credit has been approved (to include internal and external credit and risk approval) for funding and any residual value investment. If no, please confirm the bid is 'subject to internal / external credit and risk approval'. If no, and if awarded the contract, please confirm how long credit approval will take and any conditions precedent to include approval of the Arlingclose standard master lease terms and conditions.

### 5.5 Drawdown Date

- 5.5.1 February 2022.



5.10.1 Please confirm the identity of the residual risk investor [Lessor, Bank, third party.]

Lessors are requested to disclose the residual value investment (if any) taken by Asset / Vehicle type.

Please outline strategic approach to end of lease management, asset management, return of assets, extension rentals pricing and lease buyouts.

--

**5.11 Residual Investment - Master Lease Agreement [MLA]**

5.11.1 Lessors are requested to specify the residual investment to be stated in the MLA contract.

--

**5.12 Indicative Extension Rentals**

5.12.1 Lessors are requested to quote indicative 1 and 2 Year extension rentals per £1000 of cost and residual value at end of year 1 and 2 extension term.

Indicative rentals
Year 1:
Year 2:
Residual value at end of
Year 1:
Year 2:

**5.13 Excess Mileage charges**

5.13.1 Where appropriate please confirm excess mileage rates for each vehicle type and note any pooling arrangements.

**5.14 Head Leasing/Assignment**

5.14.1 If you intend to enter into a head lease transaction and or assign/sell the lease receivables to fund this lease please disclose details of all third party investors.

**5.15 Lessor Tax Assumptions**

- 5.15.1 1) Balance of Capital Allowances: Non Accelerated or Accelerated?  
2) Lessor entitled to Capital Allowances?

**5.16 Invoices**

5.16.1 Copy Supplier invoices may be provided separately if asset schedule does not suffice.

**5.17 Voluntary Terminations**

5.17.1 The Council requires the inclusion of a Voluntary Termination clause with the termination rental calculated to maintain the Lessor's net after tax rate of return.

Accepted: Yes/No

## 5.18 Documentation

- 5.18.1 A copy of the Arlingclose standard master lease [MLA] documentation is available on request. This documentation will replace any existing documentation that is currently in place with respective Lessors. Please indicate clearly any proposed alterations and additions that may be required.

## 5.19 Return Conditions

- 5.19.1 Terms offered by Lessors should be on the basis of the Return Conditions set out in the standard master lease documentation. Lessors' attention is drawn to the Council's requirement for a 'pooling arrangement' in the event of excess mileages for any leased vehicles. Please confirm any proposed variations to return conditions.

## 5.20 End of Lease - Return Conditions for IT Assets

- 5.20.1 Please confirm and detail all return charges, tariffs for materials worn and damaged (MWD) charges to include acceptance and flexibility with partial returns. Please specify if NO partial returns are permitted. Data Wipe charges must be specified including cost of shredding HDD's if required. Please confirm full MWD policy and procedures; how any charges may be incurred when using external collection agents and when the responsibility for damages in transit are transferred from the Council to the Lessor.

N/A for this tender.

- 5.20.2 The Council may wish to 'buyout' the lease at any time on or after the expiry of the initial term. Please confirm your policy and procedures for lease buyouts and third party purchases. (Important: if awarded the contract a condition of award will be confirmation and commitment to this policy for the duration of the lease. If this is not acceptable, please state why).

## 5.21 Passage of Title

5.21.1 Title in the Equipment will pass via a Sale and Leaseback Agreement.

## 6.0 Company Information

### 6.1 Introduction

6.1.1 This section asks for further information about your company.

### 6.2 Contact Details

6.2.1 Please provide the following information:

- Name of Organisation
- Address
- Name of contact person
- Telephone number
- Email
- Organisation Website address.

## 7.0 Eligibility

An applicant can be excluded from this procurement process if it is guilty of serious misrepresentation in supplying or failing to supply the information required by the Council or if its responses to any of the questions in this section are answered in the positive.

Have any of your current directors or has or is your organisation **currently**:

7.1 In a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or subject to Relevant proceedings?

YES /NO

7.2 Been convicted of a criminal offence related to business or professional conduct?

YES/NO

7.3 Been found guilty of an act of grave misconduct in the course of business?

YES/NO

7.4 Failed to fulfil their obligations relating to the payments of social security contributions or the payment of taxes?

YES/NO

7.5 Been found guilty of:

- conspiracy to commit a criminal offence;
- corruption;
- bribery;
- fraud or theft;
- conspiracy to defraud;
- fraudulent trading; or
- money laundering.

YES/NO

If necessary the Authority may return to you for further information regarding the above.

7.6 If the answer to any of the questions in section above is YES, please provide details below:

## 8.0 Equal Opportunities

8.1 Is it your practice not to treat one person less favourably than another because of race, nationality, ethnic origin, sex, age, religious and political beliefs, in relation to decisions to recruit, train or promote employees?

YES/NO

8.2 In the last 3 years, have any findings of unlawful discrimination been made against you by a Court of Industrial Tribunal? If YES, give details.

YES/NO

8.3 In the last 3 years, have you been subject to any formal investigation by the Commission for Racial Equality on the grounds of alleged unlawful discrimination? If YES, give details.

YES/NO

8.4 Do you undertake to provide information and access to such documents as the Council may require to enable it to satisfy itself that your company complies and will continue to comply with all current legislation in respect of Equalities and Diversity?

YES/NO



## APPENDIX 1 - CERTIFICATE AS TO NON CANVASSING TO ANY AUTHORITY ORGANISATION

I/We hereby certify that I/we have not canvassed any member, officer, employee, agent, contractor or advisor of the Authority in connection with the award of the contract and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We hereby undertake that I/we will not in the future canvass or solicit any member, officer, employee, agent, contractor or advisor of the Authority in connection with the award of the contract and that no person employed by me/us or acting on my/our behalf will do any such act.

I/We further hereby undertake that I/we have not and will not seek to recruit any Authority employee who has during the year prior to the date of this tender bid been employed on matters relating to the Contract and that no person employed by me/us or acting on my/our behalf will do any such act.

1. Signed:.....

Name (printed):.....

Position:.....

On behalf of:.....

Date:.....

## APPENDIX 2 - CERTIFICATE AS TO COLLUSIVE OFFER TO ANY AUTHORITY ORGANISATION

The essence of the public procurement process is that the Authority shall receive bona fide competitive offers from all tenderers. In recognition of this principle I/We certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- a) communicate to a party other than the Authority the amount or approximate amount of my/our proposed offer (other than in confidence in order to obtain quotations necessary for the preparation of the offer or for insurance);
- b) enter into any agreement or arrangement with any other party that he shall refrain from bidding or as to the amount of any offer to be submitted; or
- c) offer or agree to pay or give or pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other offer or the proposed offer.

In this Certificate:

- The word "person" includes any person, body or association, corporate or incorporate
- The phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.

1. Signed:.....

Name (printed): .....

Position:.....

On behalf of:.....

Date:.....