APPENDIX 1 TO

**SECTION D TO**

**DEFFORM 47 TO**

**712071450**



**ARMY COMMERCIAL PROCURE TEAM FIELD ARMY**

**TENDER NO: 712071450 - THE PROVISION OF NFS ENGINEERING SUPPORT**

**TENDER EVALUATION PROCESS**

Version 1.0

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1.0 **Evaluation Methodology**

1.1 It is proposed that any Contract placed will be awarded on the basis of **MEAT** (Most Economically Advantageous Tender) using a **Value for Money Index** approach, based on the following:

Tender cost (£)

Non-cost (quality/technical) score

This approach divides the tender cost by the non-cost (quality/technical) score to give a Price per Quality/Technical Point (PQTP). The tenderer with the lowest PQTP will be awarded the contract.

NB. The bidder must have achieved the minimum compliance hurdle rate in the quality/technical evaluation, paragraph 1.3 below refers.

1.2 The low-level award sub-criteria weightings for quality/technical are to be apportioned as follows:

* Service delivery and operational management – 5.0
* Contract management – 1.5
* Performance management – 1.5
* Exit management – 1.0
* Social Value -1.0

1.3 **Evaluation of quality/technical (non-cost)** – The highest possible Final Technical Score (FTS) is 1000 (paragraph 4 below refers). This can be achieved, if, in the opinion of all the Evaluators, a Bidder has provided a response that warrants a score of 100 (Outstanding response - fully compliant, with some areas exceeding requirements) against **all** of the quality/technical sub-criteria, as applied. **A minimum compliance hurdle rate for the quality/technical marks will be set at 600 (or above) out of a possible 1000. Bidders who fail to achieve this target will automatically be excluded from the remainder of the evaluation process.**

1.4 **Tender Cost** – For evaluation purposes the following calculation, using the rates in Annex C to Schedule 2, shall be used.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Table A** | **REPAIR & MAINTENANCE REQUIREMENT** | | **FIRM PRICE (RATE PER HOUR) EXCLUDING VAT/MWST** | | | **Quantity for evaluation only** | **TOTAL 1**  **(Year 1 + Year 2 + Year 3) x 5000** |
|  | **Year 1** | **Year 2** | **Year 3** |  |
| **Serial** |  | | **1** | **2** | **3** |  |  |
| **A** | Support Vehicle | Level 1 - 4 |  |  |  | 5000hrs/year |  |

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| **Spare Parts Group** | **Goods Group** | **Discount**  **Offer**  **(%)** | **Spare Part Description** | **Yearly Limit of Liability (LoL)** | **(Yearly LoL - % Discount Offer) x 3 = 3 year tender evaluation price** |
| **Markteile II** |  |  | Clutch, brake, filter, mirror, lightbulb, windshield, wiper blades | £38,333 |  |
|  |  | Spring parts, belts, brake pads | £38,333 |  |
|  |  | Turbocharger, piston & parts, airpresser, thermostat, rim, bumpers | £38,333 |  |
| **Markteile II** |  |  | Spotslight, taillights, airdryers, intercoolers, radiator, interior accessories, axle & parts | £38,333 |  |
|  |  | Fuel tank, electric motors, hydraulic parts, vehicle front, air con & heater, fifth wheel coupling | £38,333 |  |
|  |  | Steering. Electric, door & windows parts, seat & parts | £38,333 |  |
| **Hausteile** |  |  | Engine parts, exhaust parts, auxiliary drive, axle parts, injector line | £57,500 |  |
|  |  | Steeringbox, transfer case, doors, frame parts, cabs lids | £57,500 |  |
| **Components** |  |  | Engine, gearbox, PTO | £115,000 |  |
| **TOTAL 2** | | | | |  |

Tender cost from para 1.1 = TOTAL 1 + TOTAL 2.

This will be done for each year and will **not** include the option years.

**NB. This is an Enabling Contract (Framework Agreement), with the contract value set as a Limit of liability. The Enabling Contract (Framework Agreement) is not subject to a minimum order quantity. The above calculation is for evaluation purposes only and should not be taken as an expectation of through put – DEFCON 630 refers.**

**Bidders are required to read and fully understand this methodology. Should a bidder require any further clarification, they are requested to contact Army Commercial Procure Team Field Army in the first instance prior to submission of their bid.**

1.5 As stated above, the Contract award is then made on the basis of the tenderer with the lowest PQTP. A worked example is at **DEFFORM 47, Section D, Appendix 2**.

1.6 If the unlikely situation arises whereby 2 or more bids have the same PQTP, the award decision shall be based on **the bidder with the lowest Tender Cost (paragraph 1.4 refers).**

1.7 The quality/technical Requirements of Response (ROR) is as detailed at **Annex D to DEFFORM 47**. Evaluation of these aspects will be based primarily on the production of method statements by the bidders. The purpose of the method statements is that they are a thematic way of helping the Authority evaluate the bidder’s approach to **how** they will deliver the Statement of Requirements (SOR). They are an important consideration in the tender evaluation as they will demonstrate the level of understanding and knowledge the contractor has of the tasks required by the SOR. Any responses that are unclear or unstructured may result in the Bidder receiving a lower score due to the difficulty for the evaluators to identify the information. Where the Bidder has additional information, such as certificates or annexes, to support their response then they should detail the location of this further evidence within the ROR.

Method statements supplied by the contractor in response to the SOR can define for example:

* their method of working
* how they intend to deliver the contract and in what timescale
* how the programme will be resourced
* their definition of quality
* how they measure quality
* company policies, e.g. environmental, energy efficiency or health and safety
* proposed sub-contractors
* transitional/start-up arrangements
* training
* proposals for continuous improvement.

When the Method Statements are evaluated, they provide information about:

* the contractor’s ability to provide the service
* the contractor’s understanding of the service
* the contractor’s awareness of the authority's requirements
* how the contractor may add value to the service provision
* The method statements (or part thereof) may subsequently form part of the final Contract document.

1.8 The maximum Method Statement document size should not exceed the limits detailed below (font Arial 11pt):

* Service Delivery and Operational Management – 10 A4 sides.
* Contract Management – 5 A4 sides
* Performance Management – 5 A4 sides
* Exit Management – 2 A4 sides.
* Social Value – 2 A4 sides

These limits include pictures, diagrams etc. Links should not be inserted as they may not work. Supporting documentation may be attached as indicated on the DSP, these should be relevant to the method statement and clearly labelled.

1.9 **Terms and Conditions** – The Standard Contracting 2 (**SC2**) conditions will be applicable to this requirement. This will be a tender compliancy issue (i.e. **PASS/FAIL**). A bidder’s tender will be deemed to be non-compliant and therefore excluded from the remainder of the evaluation process if marked as a FAIL on this aspect.

1.10 **Variant/Part Bids** – It has been agreed that variant/part bids will not be accepted as part of the tendering process.

2.0 **Evaluation Process**

2.1 Bidders will be required to provide mandatory information as part of their tender response. Failure to provide this information **will** result in automatic exclusion from the process, see paragraph 3.1 below.

2.2 The quality/technical evaluation will be undertaken by the **Authority’s Subject Matter Expert(s) (SME’s)** without sight of any Tender Cost information. Technical/Quality includes, but is not restricted to, technical, delivery and quality aspects. Guidance for evaluators has been made available in order to assist them in their assessment and scoring of bidder responses. Following completion of any individual/independent technical/qualitative evaluations, the Technical Evaluation Team will meet (as a Moderation Panel), if required, to collate their individual scores to identify a final score for each ROR/Confidence Characteristic response. Where the individual evaluators’ scores differ, the Technical Evaluation Team will collectively discuss their individual evaluation findings/ scores to reach an agreed consensus score for each response to each ROR question. Should a consensus score not be agreed then the Chairperson of the Technical Evaluation Team’s decision will be final.

2.3 The commercial evaluation will be undertaken by the Army Commercial Procure Team Field Army with assistance from Army Commercial HQ, Andover, as required. Commercial includes, but is not restricted to, tender cost, risk and legal aspects.

2.4 On completion of the process, a combined evaluation may be undertaken by a Joint Evaluation Team (JET) to select the best Value for Money solution. This will include a final review of the scores, including the use of moderation and consensus where appropriate, and agreement on a recommendation to be presented to the Senior Responsible Officer. The over-riding principles governing the recommendation shall include, but not be limited to:

* Assurance that a quality service will be provided.
* Risk is minimised.
* The proposal is affordable and represents best Value for Money.

2.5 A bidder’s ability or inability to meet these principles will be reflected in their overall evaluation score and ultimately impacts on whether the JET recommends them to be awarded a Contract.

3.0 **Evaluation Phases**

3.1 The SAQ/ITT evaluation phases for this requirement will be as follows:

* Phase 1 – **Compliance Check**. Upon receipt of the SAQ/ITT responses, only those Potential Providers who meet the minimum standards of capability and capacity at the SAQ stage will be selected to proceed to the next stage of the Commercial Process and evaluation of the submitted ITT’s. Tenders will then be checked for completeness and compliance in accordance with the instructions issued in the Invitation to Tender. Should a bidder not provide a response to any of the requirements, or alternatively provide a detailed justification as to why a response cannot be given, the Authority reserves the right to either exclude the bidder from the evaluation process or, at its discretion, seek clarification. In the case of the latter, a failure by the bidder to provide a satisfactory response within the deadline specified in the request for clarification **will** result in disqualification from the evaluation process.
* Phase 2 – **Mandatory Requirements**. A nil response to any of the mandatory requirements **will** result in automatic disqualification from the evaluation process.
* Phase 3 – **Compliance with Terms and Conditions**. Refer to 1.9 above.
* Phase 4 – **Technical/Quality Evaluation**. Refer to 1.3 and 2.2 above.
* Phase 5 – **Commercial Evaluation**. Refer to 1.4 and 2.3 above.
* Phase 6 – **JET Meeting**. Refer to 2.4 above.
* Phase 7 – **Evaluation Report and Recommendation**. Refer to 3.2 below.
* Phase 8 – **Approvals**. Refer to 2.4 and 2.5 above and 3.2 below.

3.2 A full Evaluation Report will be produced for this procurement exercise. This report shall document the reasons why, where applicable, a tender is deemed successful/unsuccessful. It shall also be of sufficient detail so as to support additional de-briefing were requested by an unsuccessful bidder. The Evaluation Report will contain a template for signatory approval of the recommendations.

4.0 **Scoring and Weighting Methodology**

4.1 It is intended to adopt the following scoring and weighting methodology (technical/quality) for this procurement exercise (as detailed at Annex D to DEFFORM 47):

|  |  |  |
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| **Classification** | **Score** | **Description** |
| Outstanding response (fully compliant, with some areas exceeding requirements) | 100 | Submission sets out a robust solution (as for an 80 score) and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the contracting authority; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described  Low/no risk solution for the contracting authority |
| Fully satisfactory /very good response (fully compliant with requirements). | 80 | Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  Low/no risk solution for the contracting authority |
| Satisfactory and acceptable response (compliant with no major concerns) | 60 | Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  Medium, acceptable risk solution to the contracting authority |
| Partially acceptable response (one or more areas of major weakness) | 40 | Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the tenderer will be able to provide the services and/or some reservations as to the tenderer's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  May represent a high-risk solution for the contracting authority |
| Unsatisfactory response (potential for some compliance but very major areas of weakness) | 20 | Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the tenderer will be able to provide the services and/or considerable reservations as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  Would represent a very high-risk solution for the contracting authority |
| No response (complete non-compliance) | 0 | No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible |

N.B. 1. The allocation of ½ marks will **not** be permitted.

2. Failure to provide a response to a question, score of zero (0), will result in automatic exclusion from the process (paragraph 3.1).

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| **Quality/Technical ‘sub-criteria’** | **Weighting** | **Maximum Final Technical Score (FTS) available**  **(scale of 0-100)** |
| Service delivery and operational management | 5.0\* | 500 |
| Contract Management | 1.5 | 150 |
| Performance Management | 1.5 | 150 |
| Exit Management | 1.0 | 100 |
| Social Value | 1.0 | 100 |
| Maximum FTS available | | 1000 |

NB. \*Failure to score a minimum of 60 (sixty) or above in Service Delivery and Operational Management - Quality/Technical sub-criteria will result in automatic exclusion from the process.

5.0 **TUPE**

5.1 Applicability of TUPE

Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation, and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is unlikely to be applicable if this Invitation to Tender results in a Contract being placed.

It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.