

## Annex 1 Evaluation and

### Tender Rules

- 1 By this Invitation to Tender the Client is sending Suppliers an invitation in writing setting out details of the relevant Contract, the requested products and services, specifications and including the relevant pricing model. Suppliers are to submit a written response to the specific issues covered in the Invitation (the **Invitation to Tender**) within the defined time-scale.
  - 2 The Client shall evaluate any responses received from the Suppliers in accordance with evaluation criteria set out in 3. below.
  - 3 Tenders will be evaluated on all of the criteria listed below as set out in Annex:
    - 3.1 Quality - 40%
    - 3.2 Price - 60%
- A further breakdown of the scores for all question sub criteria is detailed at Annex 2
- 4 Those suppliers invited to submit a Tender who subsequently submit a tender may be required to give presentations and proposed staff may be interviewed by the Client as part of the evaluation process.
  - 5 If the Client decides to select one of the Suppliers who submitted a Tender, the Client shall issue a Contract to the selected Supplier and notify, in writing, all of the Suppliers who submitted a Tender of their failure to be selected.
  - 6 All Suppliers invited to submit a Tender will be responsible for their own costs in connection with the Tender procedure.

## **Tender Rules**

Tenders must be submitted in accordance with the Rules. Tenders that do not comply with the Rules in any particular way may be rejected by Victory (the Client), whose decision in the matter shall be final.

### **1 Introduction**

- 1.1 Suppliers are invited to submit a Tender for eProcurement Portal Software Services provision, implementation and maintenance support in respect of a particular Contract as described in the Invitation to Tender.
- 1.2 Tenders should be prepared under the same headings and in the same sequence as set out in Invitations. Suppliers should include all information requested.
- 1.3 Suppliers are responsible for obtaining all information necessary for the preparation of their Tenders.
- 1.4 All costs, expenses and liabilities incurred by any Supplier in connection with the preparation and submission of a Tender, and in discussion with the Client, and (in the case of acceptance of a Tender by the Client) in connection with the execution of the relevant Contract, and all and any relevant documents, shall be borne by that Supplier.
- 1.5 Whilst the Client will use its best endeavours to see that all information given to Suppliers by the Client is both truthful and accurate, the Client in no way warrants the same and Suppliers must satisfy themselves of the accuracy of any information provided by the Client. The Client accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Suppliers of such information.
- 1.6 The fact that a Supplier has been invited to submit a Tender does not necessarily mean that it has satisfied the Client as to its capability to provide the product/service. Furthermore, the Client makes no representation regarding any Supplier's financial stability, technical competence or ability in any way to carry out the works.
- 1.7 The attention of Suppliers is drawn to the terms and conditions of the Contract and the details set out in the Invitation. It is essential that Suppliers are totally familiar with the contents of these documents before compiling their Tender.
- 1.8 The programme and any supplementary evaluation criteria are set out in the invitation to tender and annex 2.
- 1.9 If any Supplier requires any further information or wishes to raise any query, such requests or queries should be addressed to the individual identified in the Tender.

- 1.10 The Client will endeavour to answer all such requests and/or queries raised by the Suppliers provided that they are received at least three (3) Working Days before the date specified for the return of Tenders. Any such requests and/or queries and the Client's response may be published for all Suppliers to view.

## **2 Confidentiality**

- 2.1 All information supplied by the Client in connection with the Invitation and the Invitation itself shall be treated as confidential and Suppliers shall not, without the prior written consent of the Client, at any time make use of such information for its own purposes or disclose such information to any person (except as may be required by law or where such information is disclosed with the prior written agreement of the Client for the purposes of obtaining sureties, guarantees or commitments from proposed sub-suppliers and other information required to be submitted with the Tender).
- 2.2 Suppliers should not disclose the fact that they have been invited to submit a Tender or release details of the Invitation other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Tenders.
- 2.3 Suppliers shall not at any time release any information concerning the Invitation and/or their Tender and/or any related documents and/or any negotiation and/or discussion with the Client in this connection for publication in the press or on radio, television, screen, internet or any other medium.
- 2.4 Each Supplier warrants to the Client that no document that it prepares as part of its Tender shall infringe any Intellectual Property Rights.
- 2.5 The Client reserves the right to retain all Tenders submitted by Suppliers throughout the period that their Tenders remain valid and open for acceptance.
- 2.6 Each Supplier undertakes to indemnify the Client and to keep the Client indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section 2.

## **3 Submission of Tenders**

- 3.1 No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender provided in the Invitation or any other part of the Invitation. Tenders must not be qualified in any way and must be submitted strictly in accordance with the Invitation, including these Rules. Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering the Tenders equivocal and/or placing it on a different footing from other Tenders.

- 3.2 Suppliers shall complete and submit in the manner described below two (2) copies (including one (1) original) and one (1) electronic copy of each Tender and all other supporting documents.
- 3.3 To be considered, Tenders must be:
- 3.3.1 received by the Client by Registered Post or Recorded Delivery or delivered by hand to the address set out in the Instructions by no later than the date and time set out in the Invitation. Tenders may be delivered by hand only during normal working hours Monday to Friday 0900 hours to 1700 hours and must be taken to the address set out in the Invitation, where a signed receipt must be obtained;
  - 3.3.2 sent in a single plain sealed and non-resealable package bearing the words "Tender For eProcurement Portal Software Services" addressed to Stephen Read, Victory Housing Trust, Tom Moore House, Cromer Road, North Walsham, NR28 0NB". The package, envelope, or any franking thereon, must not bear the marks, sign or reference which might indicate the identity of the Supplier. Suppliers should ensure that the Post Office waives the requirements for insertion of a sender's name; and
  - 3.3.3 be kept open and valid for acceptance by the Client for the period set out in the Invitation or such longer period as may be agreed with the Client.
- 3.4 Any Tenders or other supporting documents received after such time and date may not be considered for acceptance by the Client.
- 3.5 The Tenders or other supporting documents shall be completed in black or blue ink or black type, in the English language and all monetary amounts shall be stated in Pounds Sterling.
- 3.6 Suppliers may be required to provide presentations to stakeholders and other relevant Client officers. The provisional date for such presentations will be set out in the Invitation. Suppliers should ensure that the relevant staff are available to attend, including as a minimum:
- 3.6.1 the person submitting the Tender on behalf of the Suppliers' organisation; and
  - 3.6.2 the relevant area manager (or equivalent) who will manage the Contract delivery, if successful.
- 3.7 The Tenders must be signed:
- 3.7.1 where the Supplier is an individual, by that individual;

- 3.7.2 where the Supplier is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the Tenders;
- 3.7.3 where the Supplier is a company, by a director or such person being duly authorised for that purpose.

Each Supplier shall produce forthwith upon request by the Client documentary evidence of any authorisation referred to in sections 3.7.2 and 3.7.3 above.

- 3.8 Suppliers should note that any Contract, its formation, interpretation and performance shall be subject to and interpreted in accordance with the laws of England.
- 3.9 Suppliers should include in their Tenders all information required by the Invitation and all costs necessary to undertake the Contract safely and in compliance with all statutory provisions and other rules or regulations.

#### 4 **Rejection of Tenders**

- 4.1 Any Tenders or other documents submitted by any Supplier in respect of which the Supplier:
  - 4.1.1 fixes or adjusts the amount, prices, charges and rates shown:
    - a by or in connection with any agreement or arrangement with any other person; or
    - b by reference to any other Tenders; or
  - 4.1.2 communicates to any person other than the Client any information except in accordance with section 2.2; or
  - 4.1.3 enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Tenders or shall limit or restrict the amounts, prices, charges and rates to be shown by any other Supplier in its Tenders and other documents; or
  - 4.1.4 offers or agrees to pay or give, or does 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 to be done in relation to any other Supplier or any other proposed Tenders or other documents any act or omission; or
  - 4.1.5 has directly or indirectly canvassed any member or official of the Client concerning the acceptance of any Tenders or has directly or indirectly obtained or attempted to obtain information from any such member or

official concerning any other Tenders submitted by any other Supplier;  
or

4.1.6 fails to use the English language; or

4.1.7 fails to state monetary amounts in Pounds Sterling;

4.1.8 causes the Client to breach any statutory or regulatory obligation,

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

## 5 **Non-consideration of Tenders**

5.1 The Client may in its absolute discretion refrain from considering Tenders if either:

5.1.1 in any respect, it does not comply with the requirements of the Invitation including these Rules; or

5.1.2 the Tenders contain any significant omissions.

## 6 **Acceptance of Tenders, criteria for evaluation and award of a Victory Terms and Conditions Contract**

6.1 The Client reserves the right to accept any Tender submitted pursuant to the Invitation.

6.2 The Client shall not be bound to accept any Tender and reserves to itself the right at its absolute discretion to accept or not accept any Tender submitted.

6.3 The Client may without limitation undertake site visits, seek references, require presentations to be given and undertake interviews as part of the evaluation process. All information and documents submitted by Suppliers by the due date will be considered, as well as any other information that the Client requires to be submitted.

## 7 **Supplier's warranties**

7.1 In submitting its Tenders each Supplier warrants, represents and undertakes to the Client that:

7.1.1 it has not done any of the acts or matters referred to in sections 4.1.1 - 4.1.8 and has complied in all respects with these Rules;

7.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Client by the Supplier, its

employees or agents in connection with or arising out of the Tenders are true, complete and accurate in all respects;

- 7.1.3 it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tenders;
- 7.1.4 it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Tender;
- 7.1.5 it has full power and authority to enter into a Contract and undertake the relevant services;
- 7.1.6 it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to carry out the works;
- 7.1.7 it has obtained all necessary consents, licences and permissions to enable it to carry out the works and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
- 7.1.8 it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Client and that is for the time being in the possession of the Supplier.

## 8 **General**

- 8.1 The Invitation and all other documents provided to Suppliers will remain the property of the Client and will be returned with the Tenders or, if no Tenders are submitted, upon demand.
- 8.2 Suppliers are advised to retain for themselves details of their submissions. The Client reserves the right to make a charge if a Supplier requests a copy of its submitted Tender.