



**Cymdeithas y Merlod a'r Cobiau Cymreig**  
**The Welsh Pony and Cob Society**

Established 1901  
PATRON: HER MAJESTY THE QUEEN

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**An Invitation to tender for the provision of WPCS Official Sales**

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Issued: Friday January 22, 2021

Deadline for requests for clarification:  
12.30 p.m. Friday February 5, 2021

**Deadline for receipt of tender submissions:  
12.30 p.m. Thursday February 18, 2021**

## **Introduction**

This document invites tenders from recipients interested in and capable of supplying the WPCS and its membership with the facility of Official auctions to enable the sales of Welsh ponies, Cobs and their Part-breds.

This Invitation to Tender (ITT) is divided into seven parts as follows:

Part A Background Information

Part B Contract Specific Information

Part C Information to be included in Tender Responses

Part D Outline of Tender Process and Requests for

Further Information

Part E Evaluation Criteria and Contract Award

Part F Legal Notes

Appendix 1 Contract

Appendix 2 Evaluation Matrix

**Please read this Invitation to Tender carefully. Tender responses that do not comply with the requirements set out in this Invitation to Tender may not be evaluated as part of this tender process.**

**Please note that this tender process, including this Invitation to Tender, is subject to the legal notes set out in Part F.**

## **Part A Background Information**

### **A.1**

The Welsh Pony and Cob Society is the largest native breed society in the UK. The Society has over 5,000 members worldwide and was established in 1901. The WPCS is the guardian and custodian of the Welsh Stud Book which contains registration details of five "types" of Welsh Ponies and Cobs. These types are the Section A Welsh Mountain Pony, Section B Welsh Pony, Section C Welsh Pony (Cob type) and Section D Welsh Cob and their Part-breds.

Each Section has specific characteristics, but all retain the pony character, versatility, and excellent temperament of the Welsh breeds. The fifth section of the Welsh Stud book is a register for Welsh Part-bred animals, who must have a minimum proven 12.5% of Welsh blood in their parentage.

### **A.2 The Trustees of the Society**

This tender is being conducted by the Trustees of the Society supported by the Secretariat on behalf of the membership of the Welsh Pony and Cob Society according to the Articles of Association.

### **A.3 Contract Specific Background Information**

The Welsh Pony and Cob Society has a long history of endorsing the staging of Official WPCS sales via a chosen Auctioneer. These sales have enabled the traffic of the breeds genetic pool with some of the best examples of the breed offered for sale by auction.

The Official sales have been the focus for many breeders starting out as they set up their studs and the platform for the acquisition of bloodlines by

breeders across the world. The quality of service provided by the previous auctioneers was of the highest standard and reflected the specific Conditions of sale as set out by the WPCS.

Official Online sales are currently being hosted as a solution to the constricts of the pandemic with the Society's intention being to hold traditional sales as this autumn. In the face of the adverse conditions resulting from the pandemic, the WPCS is open to exploring new ways of engaging with the potential audience of purchasers. The marketing techniques and possibilities that an online presence can afford could be explored to maximise the promotion of the traditional type of sale. This should be viewed as a premier event in the calendar of the WPCS activities and should appeal to a world-wide market.

This tender document is to procure the service of an Auction house who will work with the Society to develop and stage the new four day **Festival of Welsh Ponies, Cobs and their Part-breds** to be held annually each Autumn.

The Society has secured heads of agreement with the **Royal Welsh Agricultural Society** to provide the location, resources and dates to enable the hosting of the four-day festival initially from October 2021 until 2025.

**This is the Society's preferred option.**

However, if you also wish to submit another option to hold Sales from a venue of your choice you are welcome to submit a second option.

Please note that such an illustration must reflect the ability to provide ample parking for several thousand salegoers, a sale ring enabling many hundreds to be able to view what is in the ring; and a provision that

suitable overnight stabling for sale entries be available on site.

Please mark your submission clearly

1. RWAS proposal
2. Home site proposal

The scope of this tender is to provide the auction services for an initial period of five years with the provision to extend for one further year should the WPCS choose to exercise that option. This will be reviewed after the first and third years.

## **Part B Contract Specific Information**

### **B.1 WPCS's requirements**

Our requirement is to engage an Auctioneer to facilitate, organise, promote and deliver the provision of traditional sales for the WPCS and its membership during the period 2021 until and including 2025.

We envisage a **Four-day autumn sale**. This sale would facilitate the selling of approximately 800 animals in total across all five sections A, B, C, D and their part-breds.

These suggested figures are for guide purposes only and can be increased or decreased depending on demand.

The lack of traditional sales in 2020 due to the effects of Government restrictions on large gatherings of people has frustrated many salegoers and as such we foresee considerable interest from our members in supporting these sales.

Consideration should be given to the method of entering for the sale.

Consideration should be given to the timeline from closing date of entry to the sale date to enable the Society to process and validate the form for each entry.

Consideration should be given to the release date of a catalogue and in what format the catalogue will be produced.

Consideration should be given to the 'lotting' process, as to how to allow fair and equal access to established well known breeders, and newer less established breeders. The process to ensure rotation of entries and the balloting of those who open and close the sale should be explained as this is often a criticism voiced by the membership.

Consideration should also be given to the cataloguing pattern across the 4 days of the sale. The groupings of animals and the emphasis on breeding stock versus those who are already performance animals should be considered, as well as the age ranges of those animals entered.

The Official sales are organised for the members of the Society to offer breeders the opportunity of a great platform to sell their stock. The importance of the pedigree and its visual prominence is a prerequisite of this sale. This will be the premier Breed sale for the WPCS.

The issue of 'Reserve prices' should be dealt with in your submission. What is your policy on these? Should there be an upset price? This sale is a Premier event where the Society aims to benchmark the high standard of entries forward.

The Catalogue itself is an area of your submission which you should expand upon. We would like to see an example 'mock -up page' selling the following

animal **'LINGARDSWOOD PENDRAGON' WS 101873.**

His details and pedigree can be found on [www.wpcs.uk.com](http://www.wpcs.uk.com) under the ONLINE PEDIGREE tab. How would his catalogue listing be laid out? You should include a hypothetical vendors description for this entry.

You should include your detailed conditions of sale as part of your submission. They would be followed by WPCS Official Online sale guidelines noted here.

## **ADDITIONAL WPCS SALES CONDITIONS**

**The Additional Detailed Conditions of Sale as laid down by the WPCS for Official Sales must be incorporated in the Sale catalogue and be included as part of the entry process. All Vendors must sign up to these conditions before an entry is accepted.**

1.Entries for Sale will only be accepted from fully paid up members of the Society. Members are reminded that all conditions and rules laid out in the current Judging and Showing Handbook (2020) apply.

1.1 Vendors should ensure before entering an animal that their passport details are correct i.e., they are listed in the correct and current ownership, if it is a gelding that they have been amended from a registered colt to a registered gelding etc.

2.Vendors shall be responsible for the correct description of each animal entered for the Official sale and the descriptions of animals in the Catalogue will be that provided by the Vendor to the Auctioneers. **Vendors are solely responsible for such descriptions and all vices to be declared.**

4.On the entry form Vendors must supply the Auctioneers with the correct and full name of the animal to be sold, its registration



number, the name and registration number of its sire and dam, and the year of birth.

5.The name and stud name (if applicable) of the Vendor of every animal shall be clearly noted in the Catalogue. The Vendor must tick a GDPR disclaimer on the entry form to enable the Company and the Society to share the Vendors details and address with the purchaser to enable the collection of the animal.

6.Any viewings of animals prior to the Auction, post the release of the catalogue shall be by agreement between the Vendor and the prospective purchaser and **must** adhere to the Government guidelines on social distancing applicable to the Vendor's location in the pre-sale period. All viewings are at your own risk. By entering the Official Sale, the Vendor gives the Auctioneers permission to release their contact details to prospective purchasers

7.The Auctioneers shall not accept any entry for the Sale unless the animal's registration number is specified on the form and validated by the WPCS. If the application is for a foal which is not yet registered, that foal's registration application form must be submitted to the Society no less than **six weeks** prior to the sale date. If the dam of the foal requires DNA profiling then the application must be lodged at least **eight weeks** prior to the auction.

The Auctioneer reserves the right to refuse entry for animals whose registration application is received after this date. It is a legal requirement for all animals 6 months or over to have a Passport; and that all registered animals should have a microchip inserted according to the new laws in Scotland, England and Wales.

8.Once entered and accepted for the sale, the Vendor undertakes **not to sell that animal prior to the auction**. If a vendor is found to have sold the animal privately prior to the auction they will be barred from entering any future WPCS Official Sales.

9.No animal over the age of 18 years will be allowed to be entered; however, dispersal sales are age exempt.

#### **10.Descriptions of individual lots.**

Heights — the following wording rules apply for Part-breds and Geldings:

On youngstock up to and including 2 years of age, height should read "should make...."

Lots 3 years of age and older, the height will be included if supported by a height certificate from the Joint Measurement Board. Where heights in this section are not supported by a certificate they will be declared as "approximate".

11.Re. Sections A, B, C & D: Heights on these ponies will be taken out of the catalogue unless supported by a height certificate from the Joint Measurement Board.

12.All foals at foot must be at least 4 weeks of age and all weaned foals must be at least 4 months of age at the time of the sale and fully weaned before collection.

13.No guarantee is implied or given that any mare is barren or in foal. Any service dates supplied are given in good faith but are not a guarantee of the mare being in foal.

14.No mare or filly shall be described in the catalogue as "covered" by a registered Welsh stallion, unless the Auctioneers are in possession of a registration application form with the signed inbuilt service certificate, or a signed service certificate by the owner of the stallion. Such service certificates to only be issued for WPCS licenced stallions.

15. Breeding mares or fillies must be either to the knowledge of the Vendor, capable of breeding naturally without any surgical intervention, e.g. stitch, caslicks operation etc., or if any such surgical intervention is required, it must be declared by the Vendor and declared in the catalogue.

16.Animals described as Colts or Stallions that are 4 years old or upwards must hold a WPCS licence number issued by the Society and included in the animal's passport. 2 and 3-year-old colts are sold with a guarantee that they are fully descended only. No guarantee is given as to Colt Foals or Yearling Colts.

17.No animal under 4 years of age shall be ridden or driven.

18. Any person riding an animal **must** wear a hard riding hat of an approved British standard.

All riders and handlers under the age of 14 **must** wear a hard riding hat of an approved British standard

19. Any purchased animal can be subject to a vetting **at the purchaser's cost**. It is recommended that the vetting take place as soon as possible after the conclusion of the sale and **must** be undertaken by an independent Veterinary Surgeon.

20. Purchasers from overseas must make their own arrangement with the Vendor or a third party for housing animals purchased until they are to be exported. All costs of collection are the responsibility of the purchaser,

21. Vendors from overseas must make their own arrangement with the purchaser for housing animals purchased until they are to be exported. All costs of collection and travel are the responsibility of the purchaser.

22. The Auctioneers shall deduct the current transfer fee per animal sold from the vendor. The Auctioneers shall provide to the Welsh Pony and Cob Society a list of the registered Ponies and Cobs sold, by electronic means on the sale day, to include the purchaser's full name and address and the applicable transfer fees. The passports for animals sold will be updated and available to the purchaser to legally collect and travel their animal.

23. The Official Auctioneers, in conjunction with the Society's Honorary Veterinary Officer and/or Honorary Welfare Officer (or their representatives), reserve the right to withdraw entry of Lots to the Sale on the on the advice of the Auctioneers Veterinary Surgeon.

24. Should any member of the Society be aggrieved by an action of the Auctioneers or Society officers, such as refusal of entries, they may refer the matter to the Society, which will then consider such complaints and take such action (if any) that they consider may be necessary.

25. Any Vendor who commits or knowingly suffers any breach of these rules or anything which under these rules is deemed to be guilty of conduct derogatory to the character of the Society will render himself or herself liable to expulsion from the Society subject to the procedure as laid down in the Society's codes of conduct and Articles of Association.

26. The health and welfare of animals offered for sale by Members as part of the WPCS Official Online Sales is paramount. The Society recommends that members pay particular attention to

- o Overweight or obese animals
- o Poor hoof care
- o The premature weaning of young foals

As practices which should be avoided and discouraged.

### **Welsh Pony and Cob Society Disclaimer**

**At the fall of the hammer, the Society shall incur no liability in respect of or in connection with any loss or harm sustained by a Lot (including theft, death or injury) at any time whilst the animal is pending transfer from the vendor to the purchaser or thereafter.**

## **B.2 Contract Duration**

### **2.1 The Contract**

The contract is for Five year with break clauses after years one and three. The contract will run from April 5<sup>th</sup>, 2021 until December 31 2025.

### **2.2 Review**

We will review the contract and the successful company's performance within a period of three months of the first sale. and reserve the right to terminate the contract at the end of the first year, following such a review in accordance with the terms of the contract. An annual review will be provided for in the contract.

### **2.3 Option to extend**

The WPCS also reserves the right to extend the option to contract for a further period of a year from January 1 to December 31, 2026

### **B.3 Parent Company Guarantees and Consortia**

Please note that unless the successful tenderer is a single Auction house, we may require the successful Tenderer to provide a parent company guarantee. If a consortium submits a tender response which is acceptable to us, we may in our discretion require: (i) the consortium to form a legal entity before entering into the contract; and/or (ii) joint and several liability of all consortium members; and/or (iii) guarantees and/or undertakings by some or all of the consortium members in respect of some or all other consortium members.

### **B. 4 Remuneration Fee for the work**

The Society will receive a donation from entry fees, and a percentage of the vendors and buyers' premiums as proposed in your submission and less the location fees payable to the RWAS. The pricing structure you offer will, however, be a factor in the decision-making process in awarding the contract - see section C.2.

### **B.5 Communication**

The successful Tenderer will be required to work closely with the WPCS Secretariat and Sales Committee to determine the timeline for the Sale, closing dates, entry information and qualifying criteria for vendors and feedback post sales for review.

**B6. Set up Period**

The successful Tenderer will be able to use the set-up period to receive as much information as possible, guidance regarding the WPCS database and past sales practice from the Sales committee and Secretariat.

## Part C Information to be Included in Tender Responses

### C.1 Required Information

In your tender submission you should provide answers to the following questions and provide relevant information as part of the tender response to demonstrate in detail how the WPCS's requirements and the needs of the membership will be met by the Sales service you offer:

- A brief history in summary of your experience as an Auction house concentrating on the Equine sales experience you have.
- A list of key personnel and their relevant experience
- The name of the main contact who would liaise with the WPCS secretariat
- A list of the Auctioneers you would use to sell from the rostrum
- Your proposed method statement and an outline detailing how exactly you would organise and run the Sale
- A realistic deliverable timescale for the first sale and the subsequent sales noting specific dates.
- You should state in which currencies the selling price would be visual on the sales day?
  - A 'one-line' description of the sale to explain the concept to someone who is not

familiar with the Festival. This would be used as a marketing tagline.

- Details of how you would manage the relationship with the WPCS, the Vendors, Purchasers and Hauliers.
- What guidelines would you suggest to Vendors when inviting entries?
- Would you include photographs in any catalogue produced?
- If you intend to online stream the sale – please include details of the broadcast technical system you would use noting the costs involved and the geographic footprint covered; noting in which countries **it would not be possible** to view the sale.
- An example of how an example entry for ***‘Lingardswood Pendragon’*** would look with the information you would include in a catalogue.
- A list of what you would require from the WPCS Secretariat?
- A suggested review timeline, which would be beneficial to you for future sales.
- An outline of how you would secure security for both animals and salegoers at the sale.
- Any other relevant detail or information which you feel would strengthen your submission.



## Pricing .

The split of income is for you to suggest, between you as Auctioneers and the WPCS.

You may wish **not** to include some of the fees listed below or charge for them all. It is your prerogative to offer the deal to the Society which you feel would be commercially viable and profitable for you as the company conducting the sale, but also affordable for the membership, and conducive to the WPCS benefiting from a return of income.

We ask for a detailed illustration of the following:

1. Entry Fee for members
2. The % level of Buyers premium you would charge
3. The % level of vendors commission (if any)

You should note exactly how the income would be split between yourselves and the WPCS.

You should also note if the % increases incrementally if an animal sells for certain price brackets.

- o 250 - 500
- o 500 – 1,000
- o 1,000 - 5,000
- o 5,000 - 10,000
- o 10,000+

## **Catalogue.**

The provision of the Sale catalogue is an area where we would like you to detail your preference.

1. Would it be available in print? If so at what cost?
2. Would it be available online?
3. Available as a pdf to download? If so at what cost?
4. Would the catalogue carry advertising from third party advertisers?

## **Bidders**

Please note in your submission

How do they register?

Can you outline the incremental rise in bids according to the price brackets, so that bidders know exactly how much they are bidding?

- o 250 - 500
- o 500 – 1,000
- o 1,000- 5,000
- o 5,000- 10,000
- o 10,000+

How do you ensure that they have the funds available and bidders do not renege on a purchase at the fall of the hammer?

## **The Key Individual and the team**

Please denote the name of your key contact and their contact details, mobile and email.

Please supply the names of the key personnel in your team with a brief outline of their relative experience.

Please provide a statement listing your professional accreditations noting if you are members of any professional bodies and any other steps that you take in terms of quality control mechanisms and industry best practice.

## **Promotion and Publicity**

Please give your ideas on creative methods of promoting the sales

You may include additional information where relevant to your tender responses, but tender responses should not include any extraneous information not specifically requested or required by the ITT including, for example, sales literature and standard terms of trading. If at any time you (or, in the case of a tender response submitted by a consortium, any member of the consortium) become aware that any information which you (or, in the case of a tender response submitted by a consortium, any member of the consortium) have provided to the WPCS in connection with this tender process is incomplete, inaccurate or misleading in any respect or has ceased to be correct, the WPCS must be immediately notified thereof.

## **C.2 Income split**

We require the services to be provided by the winning applicant with a portion of the income

from the to be paid on to the Society as a donation for its work in supplying and checking the data for the catalogue. These monies will enable the Society to further its aims and objectives according to its Articles of Association.

All costs would be settled by the winning tender applicant to include any set up costs, management, administration, staffing, meetings, and all other costs and expenses incurred in providing the service. The split income based on the percentages you offer should be noted in or converted into pounds sterling, exclusive of VAT and must be fixed for the first three years of the contract. It will increase for years four and five in line with rpi.

You should clearly set out the percentage splits between yourselves and the WPCS as requested in section C1 and the suggested payment schedule for the funds to the WPCS.

### **C.3 Draft Contract**

An illustration of a draft contract is available from [meirion.davies@wpcs.uk.com](mailto:meirion.davies@wpcs.uk.com)

### **C.4**

The WPCS reserves the right to credit check your company as part of the Tender process.

## Part D Outline of Tender Process and Requests for Further Information

### D.1 Outline of Tender Process

Deadline for receipt of tender submissions:  
12.30 p.m.

On the 22<sup>nd</sup> of January 2021, an advertisement for the staging of OFFICIAL WPCS SALES was placed online. Following such response this ITT is available for all interested parties.

The remainder of this tender process will involve the following stages:

<b>Stage 1 Deadline for requests for clarification</b>	<b>Friday 12.30 p.m. 5<sup>th</sup> February 2021</b>
<b>Stage 2 Deadline for receipt of tender responses</b>	<b>Thursday 12.30 p.m. 18<sup>th</sup> February 2021</b>
<b>Stage 3 Evaluation of tender responses (internal meeting)</b>	<b>Wednesday February 24<sup>th</sup></b>
<b><i>Interview (this may be - online)</i></b>	<b>Wednesday 3<sup>rd</sup> March 2021*</b>
<b>Stage 4 Last date of notification of outcome</b>	<b>Thursday 11<sup>th</sup> March 2021</b>
<b>Stage 5 Signature of contract and planning meeting</b>	<b>Tuesday 16<sup>th</sup> March 2021</b>

Please note that dates marked \* may be subject to change.

## D.2 Submission of Tender Responses

You are required to submit a tender response in accordance with the requirements of this ITT **electronically** by the deadline for receipt of tender responses set out in Part D.1 above.

Tender responses should be clearly marked **WPCS OFFICIAL SALES**, and should be sent by e-mail to arrive before the deadline of **12.30 p.m. on Thursday 18<sup>th</sup> February, 2021**  
E-mail: [meirion.davies@wpcs.uk.com](mailto:meirion.davies@wpcs.uk.com)

TENDER RESPONSES RECEIVED AFTER THE DEADLINE FOR RECEIPT OF TENDER RESPONSES SET OUT IN PART D.1 ABOVE OR RECEIVED BY THE WPCS AT AN E-MAIL ADDRESS OTHER THAN THAT SET OUT ABOVE WILL NOT BE CONSIDERED AND ANY SUCH TENDER RESPONSES WILL BE EXCLUDED FROM THIS TENDER PROCESS.

We accept no responsibility for the shortcomings of any delivery system or for any lost, delayed or defective tender responses. It is up to you to ensure that your tender response (and any attachments) are prepared in good time (taking into account the possibility of staff absences or technical failures) and are submitted in advance of the deadline for receipt of tender responses set out in Part D.1 above.

Please note that **36Mb** is the maximum email size that the WPCS can accept and permissible file formats are Word, Excel, PDF and Jpeg. These file formats are acceptable as Zip Files. You should be aware that your own ISP (Internet Service Provider) may impose lower limits on the maximum email capacity and as such you are advised to check the size limit with their own ISP or IT department well in advance of despatch and deadline.

**Any larger files or videos should be submitted by WeTransfer or similar delivery method.**

Proof of despatching will not be deemed to be proof of delivery and you are advised to seek an acknowledgement of receipt in a separate email.

THE SOCIETY WILL CONFIRM THE RECEIPT OF YOUR SUBMISSION BY EMAIL ON THE DAY OF RECEIPT

### **D.3 Consideration of Tender Responses**

We will consider all tender responses received by the WPCS in compliance with the requirements detailed in this ITT and all information provided at interview, if conducted, in accordance with the procedure and criteria detailed in Part E below. The award of the contract will be based on WPCS's assessment of the tender response that is best value in accordance with the criteria set out in Part E below.

### **D.4 Clarification of Tender Responses**

WPCS may require you to provide further information and/or clarification of any matters contained in your tender application by email.

### **D.5 Interviews**

We may require you to attend interviews either at the Society office in Bronaeron, Ceredigion or online via Microsoft teams. This will depend on the government restrictions and guidelines at the time

The interview would be to clarify details set out in the tender response document and include a presentation. This would be no longer than 10 minutes, and the interview in total would be approx. 45 mins to an hour. Interviews will be held on Wednesday 3<sup>rd</sup> March 2021 \*

## **D.6 Notification of Results of Evaluation**

All Tenderers who submit a tender response will be notified of the outcome of our evaluation by email. See further Part E.4 below.

## **D.7 Requests for Further information**

All contact in relation to this tender process including any requests for further information and/or guidance in completing tender responses must be made by email to [meirion.davies@wpcs.uk.com](mailto:meirion.davies@wpcs.uk.com)

You must not in any way canvass or solicit information relating to this tender process from any other trustee, officer, employee, agent or adviser of WPCS.

**You are encouraged to identify any further information and/or guidance that you may require in connection with this tender process as early as possible.**

The deadline for submission of requests for further information and/or guidance is **12.30 p.m. Friday 5<sup>th</sup> February**

Any requests received after this deadline will not be considered. The WPCS will endeavour to deal promptly with all requests received before this deadline.

In the interests of fairness and transparency, please note that all requests for further information and/or guidance in respect of this tender process; and the WPCS's responses to such requests will be disclosed to all Tenderers. Such disclosures will be made on the **WPCS website** under the **DOWNLOADS** tab on the home page.



Questions or queries will be listed anonymously, and responses will be dated on upload.

You are advised **to check** whether any responses have been disclosed prior to completing your submission.

If you consider any request for further information and/or guidance which you make to be **commercially sensitive**, you must clearly mark the request as “commercially sensitive” and supply the reasons why you consider it to be commercially sensitive. Please note, however, that the WPCS will determine, in its sole discretion, whether it considers any such request to be commercially sensitive.

If the WPCS determines that a request is commercially sensitive the WPCS will not disclose the request or its response to such request to other Tenderers.

If the WPCS determines that a request is not commercially sensitive, it will inform you. If you agree that the request is not commercially sensitive the WPCS will respond to the request and will be entitled to disclose the request and its response thereto to all Tenderers. If you do not agree that the request is not commercially sensitive or do not inform the WPCS whether or not you so agree within a period of one working day, the request shall be deemed to be withdrawn and the WPCS will not respond to it.

Any requests and any responses thereto which are disclosed to all Tenderers will be deemed to form part of this ITT.

## **Part E Evaluation Criteria and Contract Award**

### **E.1 Compliance and Credit Checks**

Prior to commencing formal evaluation of tender responses, the WPCS will check tender responses to ensure that they are fully compliant with the requirements of the ITT. Non-compliant tender responses may be rejected. Fully compliant tender responses will be evaluated by the WPCS in accordance with the provisions set out in this Part E.

The WPCS may also carry out a credit check on your company to safeguard its position and the feasibility of your submission to deliver the required services.

### **E.2 Evaluation**

The contract will be awarded based on the best overall value offered to the WPCS. To assess which tender response is best value in meeting the WPCS's requirements, a panel of WPCS representatives will evaluate and score all fully compliant tender responses in accordance with the following criteria and weightings: (see next page)

	<b>Criteria</b>	<b>Maximum Score</b>
(a)	The income split between the tender bidder and the WPCS. The Company's Credit worthiness.	<b>25</b>
(b)	Your experience of staging equine sales and your proposed method statement	<b>25</b>
(c)	The key individuals in the application	<b>15</b>
(d)	Creative ideas for marketing	<b>15</b>
(e)	The 'look and feel' of the Catalogue page	<b>5</b>
(f)	Your understanding of the Official sale requirements	<b>5</b>
(g)	Interview	<b>10</b>
	<b>Total marks available:</b>	<b>100</b>

Please find attached at Appendix 2 the matrix setting out how the information required at part C.1 above will be evaluated in accordance with these criteria.

### E.3 Disqualification of Tender Responses/Tenderers

We reserve the right to disqualify a tender response and/or a Tenderer from this tender process at any time if:

- (a) a tender response does not comply in any respect with the requirements of this ITT.
- (b) any information provided to us is incomplete, inaccurate, or misleading in any respect or ceases to be correct.
- (c) the Tenderer has colluded with any person (excluding, where the Tenderer is a consortium, collusion between consortium members in relation to the consortium's tender response) in relation to or in connection with its or any other Tenderer's tender response.

Disqualification of any tender response or Tenderer will be without prejudice to any other rights or remedies of the WPCS.

### E.4 Contract Award

Subject to the provisions of Part F.1 below and following completion of the evaluation of tender responses, we will inform you of the results of the evaluation. You will be entitled to request a debriefing from the WPCS if unsuccessful. The **'debrief sessions'** will be offered online **within one month** of the end of the tender process.

The Tenderer whose tender response has been successful will be required to enter into an agreement with the WPCS in the form of the draft contract. No contract will be formed unless and until the WPCS executes the agreement. No oral or

written acceptance of any tender or notification that a Tenderer has been successful will constitute a contract.

## **Part F Legal Notes**

### **F.1 Disclaimer**

The WPCS gives no warranty or representation regarding the completeness or accuracy of any information contained in this ITT and any reliance placed on any such information by is at the Tenderer's own risk.

### **F.2 No obligation to offer the contract**

Nothing contained in this ITT nor any communication between the WPCS and a Tenderer regarding the tendering process or the tender response shall constitute a contract for the provision of any service covered by this tender process nor a warranty or a representation that any contract will or may be awarded.

The WPCS reserves the right to withdraw from and/or abandon and/or defer this tender process at any time, not to award any contract as a result of this tender process, to supplement, revise and/or clarify the terms and conditions of this ITT and/or to require Tenderers to clarify their tender responses and/or to provide additional information in relation thereto.

### **F.3 Conflict of Interest**

Tenderers are required to provide details if it is envisaged that there may be a conflict of interest between individuals involved in the application and WPCS staff, this is to enable the WPCS to ensure that it assigns staff to the tender process that have no personal relationship with any Tenderer or consortium member.

#### **F.4 Draft Contract**

The draft contract for the provision of the WPCS Official Sales is set out in Appendix 1. By submitting a tender response Tenderers are deemed to have accepted the terms and conditions of the draft contract. The WPCS retains the right to vary the contract terms following publication once the details of the successful tender are known to conform the contract to the specific conditions agreed with the successful Tenderer.

#### **F.5 Codes of Practice and Guidelines**

The successful Tenderer will be required to comply with the following codes of practice, legislation, and guidelines (amongst others):

- Health and Safety Legislation
- WPCS Codes of conduct as laid out in the 2020 Judging and Showing Handbook (available to view on [www.wpcs.uk.com](http://www.wpcs.uk.com))

#### **F.6 Data Protection**

By submitting a tender response Tenderers authorise the WPCS to process all personal information provided as part of the tender response in accordance with current GDPR guidelines and confirm that they have obtained all necessary third party consents to enable the WPCS to do so.

#### **F.8 Confidentiality**

By submitting a tender response, Tenderers agree to keep confidential any information which is not already in the public domain at the time it is disclosed or made available to the Tenderers which is disclosed or otherwise made available to the Tenderers by the WPCS in any medium whatsoever

during or in connection with this tender process not to use such information for any purpose other than the preparation of the tender response and not to disclose such information to any person other than in confidence and on a need to know basis to those persons who are directly involved in the preparation of the tender response.

### **F.9 Tender Costs**

Each Tenderer shall be responsible for its own costs and expenses incurred in connection with this tender process. The WPCS will not under any circumstances contribute towards any such costs and expenses.

### **F.10 Amendments to Tender Documents**

The WPCS reserves the right to make changes to the tender documents prior to the deadline set out in Part D.1 above. To allow time for such amendment to be considered the WPCS may, at its discretion, extend the dates set out in Part D.1 above.

### **F.11 Copyright**

The WPCS owns the copyright in the ITT and any other materials issued or made available by the WPCS. Tenderers are not permitted to copy, reproduce, use or issue copies of the ITT or such materials (or any part thereof) other than as and to the extent strictly required for the preparation and submission of their tender responses.

### **F.12 Non-Collusion**

By submitting a response to this ITT, each Tender certifies that:



- o the tender response is bona fide and intended to be competitive.
- o the Tenderer has not fixed or adjusted the response by or under or in accordance with any agreement or arrangement with any other person (other than, in the case of a consortium, the other consortium members) or required any other Tenderer to do the same; and
- o the Tenderer has not communicated to any person other than the WPCS the amounts noted in the percentage incomes of the tender response, except where the disclosure, in confidence, was necessary to obtain insurance premium or other quotations required for the preparation of the tender.

### **F.13 Governing Law**

This ITT shall be governed by the laws of Wales and England and each Tenderer agrees, by returning a tender response, to submit to the exclusive jurisdiction of the courts of Wales and England.

<b>Deadline for requests for clarification</b>
12.30 p.m. Friday, February 5 <sup>th</sup> , 2021
<b>Deadline for receipt of tender responses</b>
12.30 p.m. Thursday, February 18 <sup>th</sup> , 2021

## **APPENDIX 1**

### **CONTRACT DOCUMENT**

An illustration of the draft contract can be provided on request, contact:

[meirion.davies@wpcs.uk.com](mailto:meirion.davies@wpcs.uk.com)

## **APPENDIX 2**

**TENDER EVALUATION MATRIX** See next page.

<b>Tender Title</b>	<b>The Welsh pony and Cob Society Official Sales Tender</b>		
<b>Company Name</b>			
<b>Criteria</b>	<b>Information to be evaluated</b>	<b>Comments</b>	<b>Score</b>
<b>Income split</b>	<p>The cost of entry for members</p> <p>Revenue percentages on each aspect</p> <p>Remuneration percentage if an animal sells over and beyond different price thresholds</p> <p>The proposed payment schedules.</p> <p>Company Credit Score</p>		<b>Total Marks available = 25</b>

<b>Experience</b>	<p>Experience in providing similar sales.</p> <p>Industry accreditation, professional memberships of recognised bodies.</p> <p>Proposed method statement</p> <p>The Company profile and reputation within the industry</p>		<b>Total marks available = 25</b>
<b>Key Personnel</b>	<p>Team members and Auctioneers.</p> <p>The experience of named key contact that will manage and oversee the project for the Tenderer</p>		<b>Total marks available = 15</b>
<b>Marketing</b>	<p>Concepts and ideas across platforms</p>		<b>Total marks available = 15</b>

<b>Catalogue Page</b>	The visual appeal and clarity of information		<b>Total marks available =5</b>
<b>Understanding of sales</b>	Track record and practical demands of selling equines and pedigree livestock		<b>Total marks available =5</b>
<b>Interview</b>	Clarity, enthusiasm, and engagement.  Customer relations skills		<b>Total marks available =10</b>
		<b>TOTAL</b>	
		<b>FINAL POSITION</b>	

