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**JCT Design & Build Form of Contract**

**Taff Housing Association**

**Former CVC Cars, 637 Cowbridge Road East, Cardiff, CF5 1AX**

The site clearance of the site and the design and construction of 23Nr dwellings, built to meet EPC-A

Invitation to Tender

**INVITATION TO TENDER**

**Former CVC Cars, 637 Cowbridge Road East, Cardiff, CF5 1AX**

**The site clearance of the site and the design and construction of 23Nr dwellings, built to meet EPC-A**

1. IMPORTANT NOTICES TO TENDERERS

1.1 Introduction

This Invitation to Tender (“**ITT**”) is being made available by **Taff Housing Association** (the “**Client**”) to those Organisations (“**Tenderers**”) who have been selected to be invited to Tender for the contract for maintenance and repair of the Client’s property (the “**Contract**”).

This ITT and the documents that accompany it (the **“Procurement Documents**”) is made available to Tenderers on condition that it is to be used solely in connection with submitting a tender (“a **Tender**”) for the Contract.

The internet address at which these Procurement Documents are made available is:

* ***Sell2Wales.gov.wales***

This ITT is in respect of Contract Notice 150172 dated ***8th May 2025***

The Client is following the restricted procedureunder the Public Contracts Regulations 2015 (“**PCR 2015**”)

This ITT and the Procurement Documents are the copyright of HAMMAR South West and Rand Associates Consultancy Services Limited and the Client has purchased a licence to use them. They must not be copied or used in any way that is not expressly permitted by this ITT.

1.2 Timetable

The table below sets out the proposed timetable for the procurement from the issue of the ITT to signature of the Contract Documents. The Client reserves the right, in its absolute discretion to amend the timetable or extend any time period in this ITT.

| **Task** | **Date** |
| --- | --- |
| * Issue of ITT | 8.5.2025 |
| Last day for requests for clarifications from Tenderers | 10.6.2025 |
| Last day for responses from Taff in answer to clarification requests | 12.6.2025 |
| * Tender submission deadline | 17.6.2025 |
| * Contract decision notification | TBC |
| * Expiry of standstill period (nominally 10 days after decision notice) | TBC |
| * Notification of end of standstill period to successful tenderer | TBC |
| * Signature of Contract Documents | TBC |
| * Contract Award Notice | TBC |
| * Contract commencement | TBC |

1.3 Amendments to the Procurement Documents, tendering procedure and discontinuation

The Client reserves the right to issue amendments or modifications to the Procurement Documents during the Tender period. These will be issued to all Tenderers simultaneously. Tenderers will be assumed to have taken account of any such modifications and amendments in their Tenders.

The issue of this ITT does not commit the Client to award any Contract following the Tender process. The Client is not bound to accept any Tender and the Client reserves the right to reject any or all Tenders.

At its discretion, the Client may either waive or insist on strict compliance with any requirement set out in this ITT.

The Client reserves the right to change the procedures outlined in this ITT or to terminate the Tender process at any time before entering into the Contract.

1.4 Contact person and queries from Tenderers

**E tendering**

The Client has established an E Tender Portal for the purpose of this procurement process:

|  |  |
| --- | --- |
| Mailbox Portal Name: | Sell2Wales.gov.wales |
| Tender box reference: | 150172 |

If this ITT is incomplete the Tenderer should make contact with the client through tender box reference ***150172*** to arrange for the missing material to be sent. It is each Tenderer’s responsibility to ensure that they have all the information they need to prepare their Tender.

Tenderers should note the following procedure for obtaining further information or clarifications during the Tender period:

* All communications from Tenderers (including requests for clarification or further information) must be made in writing through tender box reference ***150172***
* Questions must arrive no later than the clarification deadline so as to enable the Client to answer them in sufficient time;
* Except as stated below, the Client will use the questions and answers facility on Sell2Wales to answer all questions:
  + if a Tenderer believes their question is commercially confidential they should mark it 'Confidential – not to be circulated to other Tenderers';
  + if the Client considers that, in the interests of open and fair competition, it is unable to respond to the question on a confidential basis, it will inform the Tenderer;
  + as soon as practicable thereafter the Tenderer must either withdraw the question or indicate that it may be treated as not being confidential;
* A Tenderer making a request for further information may (occasionally) be asked to pay the Client’s reasonable costs of obtaining and providing it. The Tenderer will be advised beforehand if a charge will be made.

The Client reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its own commercial interests.

1.5 Confidentiality and data protection

The Procurement Documents are made available by the Client on condition that Tenderers do not use or copy such Procurement Documents for any purpose other than Tendering (or deciding whether to Tender) for the Contract.

Tenderers should note that some of the Procurement Documents may include confidential information and/or Personal Data under Data Protection Law (in particular any TUPE information disclosed with the ITT or subsequently). Such information will be communicated exclusively to Tenderers and will not be made publicly available on the internet.

Tenderers will be regarded as Data Controllers in relation to any Personal Data (including TUPE information which is Personal Data) that is disclosed to them by the Client. Tenderers must comply with their obligations as Data Controller of such Personal Data under all Laws relating to privacy and the Processing of Personal Data in force in the legal jurisdiction of England and Wales, including all applicable guidance and Codes of Practice issued by the Information Commissioner’s Office or any replacement Data Protection Law.

Tenderers may disclose confidential information only if:

* the disclosure is made for the sole purpose of preparing a Tender and the person receiving the information undertakes in writing to keep it confidential on the same terms as those set out in this ITT;
* the Tenderer is required to make the disclosure by Law; or
* the Client gives prior written consent to the disclosure.

Tenderers must notify the Client as soon as reasonably practicable and in any case within 24 hours of:

* becoming aware of any event that results or may result in any unauthorised or unlawful access to, processing, loss and/or destruction of Personal Data disclosed to them by the Client including any actual or potential Personal Data Breach; or
* any Data Subject Access Request in relation to Personal Data disclosed to them by the Client.

On the conclusion of this procurement or their withdrawal from it, Tenderers must destroy all versions and copies of documents containing confidential information and/or Personal Data disclosed to them by the Client in connection with this procurement.

The Client may disclose any information relating to Tenders to its members, board members, officers, employees, agents or advisers. The Client may disseminate information about the Contract to all Tenderers, (in accordance with paragraph 1.5 and subject to any duty to protect any Tenderer's commercial confidence).

Tenderers must not undertake or permit any publicity to be undertaken at any time, about the Contract unless the Client has first approved its form and content.

1.6 Non-collusion and non-canvassing

Tenderers are required to certify in their Tender Certificate that:

* neither the Tenderer nor any member of the Tenderer’s team has engaged in collusive tendering or canvassing.

Without prejudice to any other remedies available to the Client or any criminal liability, the Client may disqualify any Tenderer from further participation in the Tender process or the Contract who, in connection with its Tender for the Contract:

* offers an inducement, fee reward or financial advantage to any officer or employee of or adviser to the Client in connection with the Contract;
* does anything which would breach the Bribery Act 2010 or where the Client is a local authority, section 117 of the Local Government Act 1972;
* fixes or adjusts its Tender by or in accordance with any agreement or arrangement with any other Tenderer;
* enters into any agreement or arrangement with any other Tenderer not to Tender or to alter the content of any Tender to be submitted in any way;
* communicates the content of its proposed Tender to any person (outside its consortium, and professional advisers) other than the Client or the Client’s advisers.
* causes or induces any person to enter into any such agreement to inform any other Tenderer of the content of any other Tender for the Contract; or
* 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 persons 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 for the Contract.

Tenderers are required to confirm this in the Tender Certificate.

A Tenderer that contravenes its obligations set out in the Tender Certificate may also be required to reimburse the Client for its costs related to the procurement.

1.7 Conflicts of interest

The Client requires all actual or potential conflicts of interest to be identified and remedied to its satisfaction so as to avoid any distortion of competition and to ensure equal treatment of all Tenderers. This must be done before the delivery of Tenders in response to this ITT. This includes any conflicts of interest arising during the Tendering and evaluation processes where a Subcontractor/Supplier or Adviser put forward by a Tenderer in respect of the Contract:

* has advised the Client in relation to this procurement;
* is subject to a conflict of interest with a relevant staff member of the Client or a procurement adviser to the Client; or
* is from the same firm or company or a member of the same group of companies as that put forward by another Tenderer in respect of the Contract.

For reference, the relevant Advisers of the Client are:

Peter Bird working as an Associate to Housing Dynamics Ltd

Resolution of such conflicts of interest could involve:

* the Client excluding relevant staff members from the procurement process including, in particular, from the evaluation of Tenders;
* information barriers being maintained between different parts of the Tenderers or of their consortium; and/or
* either the Client or the Tenderer being required to change their procurement adviser.

If a conflict of interest cannot be resolved to the Client’s satisfaction the Client may exclude the Tenderer concerned from the procurement process.

The Client reserves the right to reject any Tender received from a person or business trading for profit to whom the Client is prohibited from making a payment or granting a benefit by the Rules and Regulations of the Association.

The Rules and Regulations prevents the Client from making any payment (even if full value is received in return) to any of its board members or employees, any person who has ceased to be a board member or employee in the past 12 months or any close relative of any of these. The Rules and Regulations also prevents the Client from making any payments to a business trading for profit (i.e. one which can distribute profits to its shareholders or proprietors) of which such a person is a principal proprietor or in which a person is directly concerned with the management.

There are only limited exceptions to the Rules and Regulations. Tenderers who are unclear as to the application of the Rules and Regulations to their circumstances should seek clarification from the contact person.

1.8 Accuracy of information and liability of the Client and their advisers

Whilst the information in this ITT and the Procurement Documents has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:

* neither the Client nor any of its advisers accept any liability, responsibility or duty of care to anyone other than the Client for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement to which the Procurement Documents relate;
* neither the Client nor any of its advisers make any (express or implied) representation or warranty either about the information contained in the Procurement Documents or on which it is based, or about any written or oral information that may be made available to any Tenderer or their advisers;
* the Client does not undertake to provide Tenderers with access to any additional information or to update the information in the Procurement Documents or to correct any inaccuracies that may become apparent;
* nothing contained in this ITT or the Procurement Documents constitutes an inducement or incentive in any way to persuade any Tenderer to submit a Tender or enter into the Contract Documents or any other related agreement;
* neither this ITT, the Procurement Documents nor any information supplied by the Client should be relied on as a promise or representation as to the future;
* the Procurement Documents are neither an offer capable of acceptance nor are they intended to create a binding contract nor are they capable of creating such a contract by any subsequent actions; and
* no implied contract is to arise between the Client and any Tenderer resulting from the issue of or any Tenderer’s compliance with this ITT or any matters related to it.

Tenderers must satisfy themselves as to all conditions likely to affect the execution of Works under the Contract, including the types, construction and location of the Properties.

Tenderers must form their own opinions, making such investigations and taking such advice as is appropriate, regarding the Works and their Tenders, without reliance upon any opinion or other information provided by the Client or their advisers and representatives.

1.9 Tender costs and loss of profits

Tenderers are to bear all their own tendering costs. In no circumstances will the Client be liable for any tendering costs, nor any loss of profits, loss of contracts or other costs or losses suffered or incurred by any Tenderer.

1.10 Tenderer’s warranties

In submitting its Tender, each Tenderer warrants, represents and undertakes that:

* all information, representations and other matters of fact (including those contained in its Tender and the selection questionnaire) communicated (whether in writing or otherwise) to the Client by the Tenderer, its employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects at the time of submission of the Tender and the Tenderer will notify the Client in writing of any changes to that information that occur before entry into the Contract Documents;
* it has undertaken its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender including the accuracy and completeness of any information that may have been provided (orally, in writing or otherwise) by or on behalf of the Client;
* it will not submit any Tender and will not have entered into the Contract Documents in reliance upon any representation (oral, in writing or other) that may have been made by or on behalf of the Client;
* it has full power and authority to enter into the Contract Documents and undertake the Works;
* it is of sound financial standing and has sufficient working capital, skilled staff, other equipment and other resources available to it to comply with the obligations it will undertake under the Contract Documents; and
* it will not at any time whilst the Contract Documents are in force or at any time thereafter claim or seek to enforce any lien, charge or other encumbrances over property of any nature owned by either of the Client which is for the time being in the possession of the Tenderer in connection with carrying out the Works.

1.11 Language

All Tenders and the Contract Documents will be in English, governed by English and Welsh law and subject to the jurisdiction of the English or Welsh courts.

Any references to a “partnership” or “partnering” in this ITT or the Procurement Documents are not to be construed as suggesting that a partnership at law will be formed between the Client and the Tenderer.

Terms beginning with a capital letter in the Procurement Documents have the meanings given in the Contract Conditions.

1. BRIEF DESCRIPTION OF CONTRACT
   1. Overview

Former CVC Cars, 637 Cowbridge Road East, Cardiff, CF5 1AX

The site clearance of the site and the design and construction of 23Nr dwellings, built to meet EPC-A

* 1. Contract Areas, Lots and Contract Period

The Contract is located at:

Former CVC Cars, 637 Cowbridge Road East, Cardiff, CF5 1AX

The Contract Period will be as stated in the Contract Details.

* 1. Payment

The Payment will be as stated in the Contract Details.

* 1. Partnering

The Client would like to develop a partnering arrangement with the successful Tenderer in line with the ‘Egan’ principles. The extent of this will depend on the successful Tenderer’s performance, the development of good working relationships and the operation of the Contract generally.

* 1. Contract Documents

Drafts of the documents comprising the Contract (the **“Contract Documents”**) are set out in the attached documents.

The required forms of these are enclosed with this ITT.

The Client expects the successful Tenderer to accept the terms of the Contract Documents and is prepared to consider only minor amendments. The Client will consider amendments strictly on their merits.

Tenderers are therefore required to identify any amendments they wish to be made to the Contract Documents within or as an Appendix to their Tender Certificate. If a Tenderer proposes amendments that are not acceptable to the Client, the Client will inform the Tenderer of that fact. If the Tenderer does not withdraw those amendments that the Client is not prepared to accept, the Client may reject the Tender as non-compliant. The Client will not accept any amendment(s) that **materially** change the contract requirements, terms or conditions.

The Client does not intend to enter into any contractual relationship with Tenderers until the completion of the Contract Documents for this procurement. In particular the Client is not required to consider any Tender, to accept any Tender or to award any contract for the Works.

* 1. Health and safety (including pandemics)

Pre-construction information under the CDM Regulations has been provided as part of the tender information. Additional documents may be provided under the contract initiation phase.

* 1. Social Value

The Tenderer must provide the employment and training opportunities specified in the tender documents.

Employment and skills opportunities created do not need to be limited to roles associated with the direct delivery of the Contract but can also include the wider organisational and back office functions for example; positions in customer services, IT, sales and administration.

The Client also wishes to:

* Encourage recruitment of staff with community languages (e.g. Welsh, Arabic and Somali)
* Encourage attendance at community pop-ups, tenant meetings and summer events as requested
* promote opportunities for employment and training within the community
* improve the representation of women in the workforce delivering the Works, so as to minimise any gender imbalance within that workforce;
* encourage women into maintenance trade careers;
* ensure they are supported in those careers;
* promote construction maintenance trades as worthwhile careers for both women and men;
* seek to eliminate unlawful discrimination (including sexual harassment and victimisation) within the workforce delivering the Works; and
* ensure equality of opportunity particularly for women and other groups that are under-represented within the workforce delivering the Works in recruitment, pay, training, and transfer and promotion to and within that workforce.

The Tenderer is encouraged to create opportunities for small and medium enterprises and social enterprises within their supply chain for this Contract.

* 1. Publicity and Branding

No announcements or statements should be made by or on behalf of any Tenderer any section of the media (including radio, television, newspaper, internet and e-mail) unless the Client has given its prior written approval to the proposal to publish and to the text.

1. TENDER SUBMISSION
   1. Procedure for the submission of Tenders –e-tendering

***Please read these instructions carefully; non-compliance may lead to your Tender being rejected as non-compliant.***

**The Client’s procedures enable the Price and quality submission to be uploaded to the same tender box reference.**

The Client is using an e-tendering portal for this procurement as follows:

|  |  |
| --- | --- |
| Mailbox Portal Name: | Sell2Wales.gov.wales |
| Tender Box reference: | ***150172*** |

All Tender Documents must be uploaded to the above tender mailbox.

Please note that:

* uploading the documentation to the tender box may take considerable time. Tenderers must allow sufficient time to upload their Tender Documents by the deadline. The tender boxes will automatically close at **12:00 on 17th June 2025.** Any Tender Documents not uploaded by this time will not be considered (other than in exceptional circumstances and at the sole discretion of the Client).
* the Client will not accept any hard copy information, including hard copy tenders or Tender Documents submitted by email (other than in exceptional circumstances and at the sole discretion of the Client). Any tender information provided by e-mail or in hard copy, before the tender return deadline time, (other than where the Client has exercised the Client’s discretion to allow the Tender Documents not to be returned electronically due to exceptional circumstances) will result in disqualification of that Tenderer from the tender process.

Tenderers should only include the Tender Documents requested.

The Client may reject as non-compliant any Tender that is not properly completed, that is qualified in any way, or that is not submitted strictly in accordance with the requirements of this Invitation to Tender.

* 1. Confirmation of selection information & misrepresentations

The Client reserves the right to reject or disqualify a Tenderer where:

* the Tenderer is guilty of a material misrepresentation in relation to its Tender, and/or any representation made during the Tender process; and/or
* there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

1. TENDER EVALUATION
   1. Initial review and clarification

Clarification may be sought from a Tenderer:

* in order to determine if a Tender is complete and compliant; or
* to clarify aspects of their Tender that are ambiguous or unclear.

Tender clarification questions are not intended to allow Tenderers to open negotiations on any aspect of their Tenders. Responses must be confined to the matters on which clarification is sought.

If the Client discovers arithmetical errors in any Tender the Client will give detail of those errors to the Tenderer. The Tenderer will be given the opportunity either:

* to correct their Tender, in which case the corrected figures will be used in the evaluation; or
* to withdraw their Tender.
  1. Overview of the approach to evaluation

The aim of the Tender evaluation process is to award the Contract to the Tenderer that submits the most economically advantageous Tender. The headline award criteria and their weightings are set out in the table below. The detailed award criteria are set out in Appendices 8 and 9 Parts 1, 2 and 3. Each Tender will be scored out of ***1,000*** marks:

**TABLE 4.2**

| **Headline award criterion** | **Marks available** |
| --- | --- |
| Price | 600 |
| Quality Questions | 400 |

Each aspect of the Tender evaluation (M will generally be undertaken by a panel (“**the Evaluation Panel**”).

* 1. Abnormally low Tenders

Tenders considered to be priced abnormally low will be scrutinised. This includes ensuring that this is not as a result of a failure to understand the requirements of the Contract.

The Client shall have the right to reject any Tender that it considers to be abnormally low.

* 1. Quality Questions

Each element will be evaluated and scored on a scale of 0 to 10 as follows:

| **Performance** | **Judgement** | **Score** |
| --- | --- | --- |
| Meets all the Client’s requirements in the area being measured in accordance with the Contract Documents so that the Works will be delivered in an excellent way that will be highly responsive to the needs of Customers, the Client and other stakeholders. | Excellent | 10 |
| Meets most of the Client’s requirements in the area being measured almost completely so that the Works will be delivered in a nearly excellent way that will be responsive to the needs of Customers, the Client and other stakeholders. | Nearly Excellent | 9 |
| Meets the Client’s requirements in the area being measured well although not completely in one or two aspects but still so that the Works will be delivered in a very good way that will be responsive to the needs of the Customers, the Client and other stakeholders. | Very Good | 8 |
| Meets the Client’s requirements in the area being measured well but not completely in some aspects but still so that the Works will be delivered well and in a way that is reasonably responsive to the needs of the Customers, the Client and other stakeholders. | Good | 7 |
| Meets the Client’s requirements in the area being measured in the majority of aspects but fails in some aspects so that the Works will be delivered in a reasonable way that recognises the needs of Customers, the Client and other stakeholders. | Reasonable | 6 |
| Meets the Client’s requirements in the area being measured in the majority of aspects but fails in some fundamental aspects so that there will be only satisfactory arrangements for the Works. | Satisfactory | 5 |
| Meets the Client’s requirements in the area being measured in some fundamental aspects but fails in the majority of aspects so that there will be only moderately satisfactory arrangements for the Works. | Moderately Satisfactory | 4 |
| Meets the Client’s requirements in the area being measured in some minor aspects but fails in the majority of aspects so that there will be unsatisfactory arrangements for the Works. | Unsatisfactory | 3 |
| Fails to meet the Client’s requirements in the area being measured in nearly all aspects so that there will be poor delivery of the Works. | Poor | 2 |
| Significantly fails to meet the Client’s requirements in the area being measured so that there will be very poor delivery of the Works. | Very Poor | 1 |
| Either no answer is given or the Tenderer’s proposals in that area completely fail to meet the Client’s requirements in the area being measured or do not answer the question raised. | Abysmal | 0 |

**Single agreed score**

The Evaluation Panel members will first assign a provisional score to the aspect of Tenders being scored. The Evaluation Panel will then discuss these provisional scores and reach a consensus score for that aspect of the Tender evaluation.

* 1. Overall Tender Score

Following the completion of the interview and site visit, each Tenderer’s combined score for price and quality, technical merit, and customer care will be added together to determine each Tenderers’ total marks.

Subject to Paragraphs 1.4 and 4.11 of this ITT the Client intends to award the Contract to the Tenderer with the highest number of marks.

* 1. Final Due Diligence

Before the award of the Contract to the Tenderer submitting the most economically advantageous Tender, the Client may undertake further final due diligence in respect of that Tenderer.

The purpose of this final due diligence is to verify that the Tenderer is not subject to mandatory or discretionary exclusion under Regulation 57 PCR 2015 and meets the selection criteria for the procurement set out in the Procurement Documents. Any Tenderer that fails to satisfy the Client as to this may be eliminated from the Tender process.

The documents to be submitted in support of the successful Tenderer’s self-declarations are:

* accounts;
* evidence of insurances (in the form of a broker’s letter or other evidence);
* evidence of completion of the contracts relied on to demonstrate experience;
* any certificates or evidence of accreditations
* any other documents referred to in the Tender documents
* any other documents or evidence requested by the Client.

The Tenderer will be expected to provide such assistance as the Client may reasonably require in undertaking any such due diligence.