

**Invitation to Tender**

**Kitchen and Bathroom Upgrade Works Framework Agreement – Ref 01009**

**Tenderer Name:**

**Deadline for Return: 12:00PM Monday 8th September 2025**

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# **Definitions**

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Assessment Criteria** | *A key list of criteria that is used at Tender Assessment Stage to evaluate the submitted Tenders, to ascertain the Most Advantageous Tender. The criteria are weighted and each Tender is scored on the basis of its satisfaction of each criterion.* |
| **Call off Process** | *Call off mechanism for the issue of individual Call-off contracts as set out in Schedule 2 of the Framework Agreement.* |
| **Conditions of Participation** | *Defined in Section 21 of the Procurement Act 2023, these are criteria that a Tenderer must meet to be considered eligible to participate in the assessment of Tenders. A key list of participation criteria (as set out in Table 1) will be used to assess Tenderers; to ascertain they have met the minimum participating conditions, to determine if their Tender can be assessed at Tender Assessment Stage* |
| **Conditions of Participation Stage** | *Conditions of Participation Stage is used to evaluate the “Conditions of Participation” of Tenderers. Only those Tenderers who satisfy the minimum participating conditions will proceed to Tender Assessment Stage to be an assessed Tender.* |
| **Conditions of Tender** | *The instructions and requirements of the Tenderer to submit a Tender as set out in section 4. Instructions to Tenderers.* |
| **Contract/Call-off Contract** | *Works Orders will be issued as Call-off Contracts on a direct award basis in accordance with Schedule 2 – Call Off Process of the Framework Agreement, contracted under the terms of Form of Contract – NHF Form of Contract 2023, for the submitted prices of the Price Framework, to be fully compliant with the requirements of the Specification(s) and this Invitation to Tender.* |
| **Form of Contract** | *NHF Form of Contract 2023 including Schedule of Amendments.* |
| **Framework Agreement** | *An ‘umbrella agreement’ that sets out the terms of the overarching relationship between Tai Tarian and the successful Provider(s) together with the terms under which individual contracts (call-offs) can be made throughout the 4-year period) of the agreement.* |
| **ITT** | *The Invitation to Tender is to be available and can be downloaded by those who record an interest, via Sell2Wales.* |
| **Most Advantageous Tender** | *The highest ranked scored Tenders on the basis of the Assessment Criteria.* |
| **Price Framework** | *A Schedule of Rates submitted by the successful Provider to deliver the requirements of the Contract.* |
| **Primary Provider** | *The organisation(s) appointed by Tai Tarian as a Primary Provider the Framework Agreement to deliver Contracts.* |
| **Reserve Provider** | *The organisation(s) appointed by Tai Tarian as a Reserve Provider the Framework Agreement to deliver Contracts when the Primary Provider is unable to deliver Contracts.* |
| **Return Date** | *The deadline for the submission of Tenders 12:00PM Monday 8th September 2025* |
| **Provider** | *The organisation(s) appointed by Tai Tarian to the Framework Agreement to deliver Contracts.* |
| **Specification** | *As set out in Appendix 2A and 2B.* |
| **Tender** | *A Tender offer submitted by a Tenderer to be appointed to the Framework Agreement* |
| **Tenderer** | *An organisation that has downloaded a copy of this ITT after recording an interest on Sell2Wales and intends to submit a Tender offer.* |
| **Tenderers** | *The entities that have downloaded a copy of this ITT after recording an interest on Sell2Wales and intends to submit a Tender offer.* |
| **Tender Assessment Stage** | *The Tender Assessment Stage will evaluate the Assessment Criteria of the submitted Tenders to ascertain the Most Economically Advantageous Tender.* |
| **Works Order(s)** | *Means the call-off order by Tai Tarian from a client representative to the Provider, subsequent acceptance of the order by the Provider and issue of verbal or written receipt, or by starting the work, signifies that the Contract has been entered into under the Call Off Process.* |

# **Introduction**

This Invitation to Tender (ITT) has been issued by Tai Tarian as a single stage procurement exercise, as advertised on Sell2Wales, in accordance with the ‘below-threshold’ requirements of the Procurement Act 2023 (PA23).

Tai Tarian is one of the largest social landlords in Wales and have responsibility for over 9,000 homes across the Neath Port Talbot County Borough.

We are more than a housing provider. We want to have a positive impact on our communities and the people who live in them. We believe we can do this by providing high quality homes, building great communities and working to preserve our planet.

Further information can be found on our website: [www.taitarian.co.uk](http://www.taitarian.co.uk)



# **Tender Brief**

**Scope of Framework Agreement**

Tai Tarian is seeking to appoint contractors (Providers) to a Framework Agreement for Kitchen and Bathroom Upgrade Works consisting of the supply, design and installation of approximately 20 kitchens and 20 bathrooms to Tai Tarian owned domestic properties, to support Tai Tarian in the delivery of its capital investment programme.

The scope of this Framework Agreement comprises of the supply, design and installation of the replacement kitchen and bathrooms together with all associated electrical, plumbing, decoration and refurbishment, as necessary.

All works (for the initial call-off Contracts and future call-off Contracts) are to be carried out in accordance with the Specification (Appendix 2A and 2B) and Preliminaries (Appendix 4), for the Provider’s submitted rates set out in the Price Framework (Appendix 1A).

For the initial call-off Contract, all Works must be completed by no later than 31st March 2026. After completion of the initial call-off Contract period, Tai Tarian may extend the Framework Agreement for a further 3 x 12-month periods, and it is anticipated that during any extension period, any further call-off Contracts will be issued based on similar kitchen and bathroom numbers as the initial call-off Contract. However, Tai Tarian reserves the right to issue any number of kitchens and bathrooms as future call-off Contracts, but this is not expected to exceed 50 kitchens and 50 bathrooms during a 12-month period.

In addition to this, the Provider may be required to carry out works that are within the scope of the Framework Agreement but are not specifically provided for within the relevant Schedule of Rates.

It is anticipated that further call-off Contracts awarded under the Framework Agreement will be for Kitchen and Bathroom Upgrade Works at further Tai Tarian owned occupied properties throughout Neath Port Talbot.

The asbestos surveys will have been undertaken and will be provided to the Contractor before work commences. The Contractor will need to be vigilant when carrying out the works and if they suspect the presence of any Asbestos Containing Materials (ACMs) they are to stop work and follow Tai Tarian’s asbestos procedure. The asbestos will be removed by a specialist Contractor via Tai Tarian. For further information the Contractor is to refer to the Pre-Construction Information (Appendix 3).

Tai Tarian has its own Tenant Liaison Officers (TLOs) working with our tenants to enable them to be involved in the improvement initiatives being carried out within the areas. The successful Contractor will be assisted by the TLOs in providing effective liaising with our tenants and the smooth running of contracts.

The Provider must ensure that at the end of every working day the tenant and/or other occupants of the property being repaired have full facilities available to them for lighting, heating, power, drinking water and sanitation, together with washing and cooking facilities.

**Works and Durations**

**Target Completion Date for works:**

| **TARGET COMPLETION DATES FOR PLANNED WORKS AND MAJOR WORKS (Paragraph 6.9.3 of the Preliminaries):** |
| --- |
| Domestic Kitchen Installation | ***15 (fifteen) Working Days*** from starting the Works in a Property. |
| Domestic Bathroom Installation | ***15 (fifteen) Working Days*** from starting the Works in a Property. |
| Domestic Kitchen and Bathroom Installation to the same property | ***15 (fifteen) Working Days*** from starting the Works in a Property. |
| Domestic Kitchen and Shower Room Installation to the same property | ***15 (fifteen) Working Days*** from starting the Works in a Property. |
| Domestic Kitchen and Wetroom Installation to the same property | ***15 (fifteen) Working Days*** from starting the Works in a Property. |
| Domestic Wetroom Installation | ***15 (fifteen) Working Days*** from starting the Works in a Property. |
| Domestic Shower Room Installation  | ***15 (fifteen) Working Days*** from starting the Works in a Property. |

**Framework Structure and Allocation of Batches**

It is anticipated that a maximum of 2 Providers will be appointed as Providers, with one Provider appointed as Primary Provider and the second Provider appointed as Reserve Provider.

For avoidance of doubt, the 1st ranked scored Tender based on the Assessment Criteria will be appointed Primary Provider, and the 2nd ranked scored Tender based on the Assessment Criteria will be appointed Reserve Provider.

This means that the Primary Provider will receive call-off Contracts and Tai Tarian will only issue call-off Contracts to Reserve Providers in circumstances where the Primary Provider is unable to receive call-off contracts, as set out in Schedule 2 – Call Off Process of the Framework Agreement.

In the event that Tai Tarian decides to increase the property numbers during the life of the Framework, Tai Tarian reserves the right (at is absolute discretion) to award call-off Contracts to either, or both, Primary Provider and Reserve Provider.

Provider’s appointed to the Framework Agreement must be aware that there is no guarantee of any work or set number of Call-off Contracts awarded.

**Duration**

The Framework Agreement shall operate for a period of 6 months, until 31st March 2026, with an option to extend for a further 3 x 12-month periods, up until 31st March 2029.

**Form of Contract**

The Form of Contract is NHF Form of Contract 2023 including Schedule of Amendments.

**Estimated Value**

The estimated value of the initial call-off Contract awarded under the Framework Agreement is circa £170,000 (excluding VAT). The estimated value of all call-off contracts awarded under the Framework Agreement is not expected to exceed £1,000,000 (excluding VAT).

**Price Increase Mechanism**

Prices submitted in the Price Framework (Appendix 1B) are to be fixed until 1st April 2026. Subsequent price increases will then be agreed in advance of 1st April on an annual basis. Any increases shall not exceed the latest published monthly percentage change in the Consumer Prices Index (CPI) at the time of the annual price increase review.

**Valuation and Payment**

The successful Provider shall submit for approval and subsequent payment interim valuations on a monthly basis for completed properties only, in line with the contract conditions. When satisfied with the works, the Works Inspector will issue the relevant Practical Completion Certificate which will allow the Provider to apply for payment of this work in their interim valuation.

Practical Completion Certificate will only be issued when the works are fully completed, and all required documentation has been submitted. Payment will be processed as per the conditions/clauses identified in the Contract.

Any defects identified by Tai Tarian must be attended to within the maximum time scales allotted.

# **Instructions to Tenderers**

These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important, therefore, that you provide all the information asked for in the format and order specified.

Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender response may result in the rejection of the Tender.

Tenderers are required, therefore, to acquaint themselves fully with the extent and nature of the goods and services and contractual obligations. These instructions constitute the Conditions of Tender.

Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender.

Tenderers must answer all questions in the prescribed format of the Conditions of Participation Stage.

Tai Tarian will assess responses of Tenderers at this stage to determine if they have met the minimum participating conditions of the Conditions of Participation. If a Tenderer passes the Conditions of Participation Stage with a minimum score of 50%, then Tai Tarian will assess the Assessment Criteria of the Tender Assessment Stage. The Conditions of Participation of the Conditions of Participation Stage are specified in Item 13; the Assessment Criteria of the Tender Assessment Stage are specified in Item 15.

Tenderers must answer all questions in the prescribed format of the Tender Assessment Stage.

Tenderers must complete Appendix 1 in relation to the Price evaluation. The ‘total tender sum’ stated in the Price Framework and Form of Tender will be used to evaluate the ‘Price’ element. Further information can be found at Item 16 of this Information Memorandum.

**Tenderers must also ensure that the following Appendices are completed, signed and returned with the tender submission:**

* **Data Governance Questionnaire – Appendix 10**
* **Ethical Partnership Self-Certification Checklist – Appendix 11**
* **Client Alert Process – Appendix 12**
* **Form of Tender – Appendix 16**
* **Non-Collusion Document – Appendix 17**
* **Tender Declaration – Appendix 18**

Tenderers must consider the requirements of the Framework Agreement, and the Appendices attached together with the instructions set out in this ITT in preparing their submissions.

The Tenderer shall ensure that every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Tender.

The Tenderer shall not contact any other employee, agent or consultant of Tai Tarian or any other organisation referenced in the contract notice that are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by Tai Tarian.

Tai Tarian reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise. Under no circumstances will Tai Tarian or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

The Tenderer accepts that Tai Tarian shall handle, process and retain data that a Tenderer may submit as part of their bid in accordance with Tai Tarian’s privacy statement. Tai Tarian’s privacy statement can be found on Tai Tarian’s website.

In the event that the successful bidder withdraws its tender submission after notification of appointment but prior to Contract signature, or an appointed Service Provider is disqualified from the process due to failing any of the Exclusions during the life of the Contract, or an appointed Service Provider has its Contract terminated, or the scope of the original Contract changes and Tai Tarian requires additional resource, then Tai Tarian reserves the right (at its discretion and subject to PA23 and its own internal governance procedures) to award a Contract to the bidder that, on the basis of the evaluation, submitted the next Most Advantageous Tender.

# **Preparation to Tender**

It is the Tenderer’s responsibility to obtain, at their own expense, all information necessary for the preparation and submission of Tenders. Under no circumstances will Tai Tarian, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers, or advisers in this process.

Tenderers are required to complete and provide all information required by Tai Tarian in accordance with the conditions of the Tender and the Invitation to Tender. Failure to comply with the conditions and the Invitation to Tender may lead Tai Tarian to reject a tender response.

Tai Tarian relies on Tenderers’ own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary to verify any information provided to them during the procurement process. Under no circumstances will Tai Tarian, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

**No alteration or addition must be made to the Form of Tender, to the Price Framework, or to any other component of the Tender documentation, without Tai Tarian’s explicit agreement. Tenders must not be qualified in any other way but must be submitted strictly in accordance with the Tender documentation and these instructions. Tenders must not be accompanied by any covering letter or any conditional statements that could be construed as rendering the Tender equivocal and/or placing it on different footing from other Tenders. Variant bids are not permitted and will not be evaluated.**

The Form of Tender must be completed and returned with the tender submission. Should any tenders be returned without these forms then Tai Tarian reserves the right not to consider the tender submission.

Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as appropriate, regarding the requirements of their Tender, without the reliance upon any opinion provided by Tai Tarian or their advisers and representatives. Tenderers should notify Tai Tarian promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process. Under no circumstances will Tai Tarian, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

# **Submission of Tenders**

To reduce the impact on the environment and to enable Tai Tarian to assess ITTs quickly and accurately please do not submit any material other than the completed ITT and any requested supporting information. Please return one electronic copy via Sell2Wales ‘Postbox’ facility. Clearly referencing Tai Tarian, Tender for Kitchen and Bathroom Upgrade Works Framework Agreement – Ref 001009

**By no later than 12:00PM Monday 8th September 2025**

The ITT must be submitted in the English language. Each response must be submitted within each relevant box and all supporting information not included in the box should be referenced to the relevant question. Any supporting documents that are not in English must be accompanied by an English translation and a certificate of authenticity from an independent and appropriately accredited translator.

One of the major issues when evaluating tenders is being able to accurately compare each company’s proposal. To ensure this process is as straightforward as possible all your responses will need to be submitted in the prescribed format. Failure to do so may result in your bid being rejected.

Price and any financial data provided must be submitted in or converted into sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. The sterling figure will be used in the evaluation.

Tai Tarian may, at its own absolute discretion, extend the Return Date and the time for receipt of Tenders. Any extension granted will apply to all Tenderers.

Before analysing, it may be necessary for Tai Tarian to seek clarification of details in Tenders and such clarifications will be made via email and should be responded to promptly.

# **Queries Relating to Tender**

All queries regarding this ITT must be made in writing via the ‘question and answer’ facility through Sell2Wales.

**Questions will only be received and responded to via Sell2Wales.**

Tai Tarian will endeavour to answer all questions as quickly as possible. To satisfy this requirement, Tai Tarian has designated a specific window of time to deal with clarification requests from Tenderers, as set out in tender notice on Sell2Wales.

To ensure equality of treatment of Tenderers, Tai Tarian intends to publish all responses to questions raised by Tenderers (but not the source of the question), to all interested parties via the Questions and Answer facility through Sell2Wales.

Tenderers should indicate if a query is of a commercially sensitive nature where disclosure of such query and the answer would, or would likely to, prejudice its commercial interest. However, if Tai Tarian, at its sole discretion, does not either; consider the query to be of a commercially confidential nature, or one which all Tenderers would potentially benefit from seeing, Tai Tarian will;

1. invite the Tenderer submitting the query to either declassify the query and allow the query, along with Tai Tarian’s response, to be circulated to all Tenderers; or
2. request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

Tai Tarian 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 be likely to prejudice its commercial interest.

# **Amendments to Tender Documents**

At any time prior to the deadline for the receipt of Tenders, Tai Tarian can modify the ITT. Any such amendment will be numbered and dated and issued by Tai Tarian to all prospective Tenderers via Sell2Wales website.

To give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, Tai Tarian may, at its discretion, extend the Return Date and time for receipt of Tenders.

# **Right to Reject/Disqualify**

Tai Tarian reserves the right to reject or disqualify a Tenderer when.

1. the Tenderer fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and or
2. the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the Tender process; and/or
3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.
4. permitted under the PA23 exclusions (Section 6).

# **Right to Cancel, Clarify or Vary the Process**

Tai Tarian reserves the right to;

1. amend the terms and conditions of the Invitation to Tender process.
2. cancel the Invitation to Tender process at any stage; and or
3. require the tenderer to clarify its tender in writing and/or in person and/or provide additional information. Failure to respond adequately may result in the tenderer not being selected.

# **Indicative Timetable**

Set out below is the proposed procurement timetable. This is intended as a guide and, whilst Tai Tarian does not intend to depart from the timetable, it reserves the right to do so at any stage.

|  |  |
| --- | --- |
| **Procurement Stage** | **Date** |
| Deadline for ITT Return | 12:00PM Monday 8th September 2025 |
| Completion of Evaluation and Notify Successful & Unsuccessful by | Friday 19th September 2025 |
| Framework Agreement Start | 1st October 2025 |

# **Evaluation and Selection**

Tenderers are asked to submit a Tender and Tai Tarian will follow a two-stage process in the evaluation of any tender submissions.

Firstly, Tai Tarian will assess all submissions at Conditions of Participation Stage to ascertain the number of submissions that have met the minimum participating conditions threshold (50%), to ascertain that the bid is a valid tender and has passed all the ‘Pass/Fail’ questions.

Only those questions from the Conditions of Participation Stage will be evaluated at this stage. Only those tender submissions that are successful and score equal to, or higher than the minimum participating conditions threshold of the Conditions of Participation Stage will proceed to be fully assessed Tender at Tender Assessment Stage.

If your tender submission passes the minimum participating conditions, the Tender Assessment Stage Quality questions will be evaluated together with the Price submission (Appendix 1).

Further information on how the Tender Assessment Stage will be evaluated is detailed in Item 16. The Tender Assessment Stage will be evaluated on a qualitative and quantitative basis, ensuring a fair, robust and consistent assessment on any areas of differentiation between Tenderers.

**The evaluation process will be conducted to ensure that Tenders are evaluated fairly to ascertain the Most Advantageous Tender, assessed on a 60/40 (Price/Quality) basis.**

# **Conditions of Participation Stage**

The Conditions of Participation Stage is used to evaluate the Conditions of Participation of the submitted Tenders to ascertain they have met the minimum participating conditions to proceed to be an assessed Tender at Tender Assessment Stage.

The following tables indicate the Conditions of Participation and questions set out therein that the Tenderer must complete as part of their Tender submission. Each Conditions of Participation has its own weighting allocation.

To proceed to the Tender Assessment Stage, Tenderers must obtain an overall equal to, or higher than, the minimum participating conditions threshold, which is set as 50% in addition to passing the mandatory ‘pass/fail’ requirements.

**Table 1 – Conditions of Participation Stage Scoring Matrix**

| **Section** | **Question** | **Maximum Score** | **Sub Weighting Allocation** |
| --- | --- | --- | --- |
| **A – Organisation Details** | A1 – A3 | Information only | Information only |
| **B – Exclusions** | B1 | Information only | Information only |
| **C – Financial Information** | C1 – C5 | Pass/Fail | Pass/Fail |
| **D – Community Benefits** | D1 | Pass/Fail | Pass/Fail |
| **E – Quality Management** | E1 | Pass/Fail | Pass/Fail |
| **F – Health and Safety** | F1 – F5 | Pass/Fail | Pass/Fail |
| **G – Sustainability and Environment** | G1 – G2 | Pass/Fail | Pass/Fail |
| **H – Equal Opportunities and Modern Slavery** | H1H2H3H4H5H6H7 | Pass/FailPass/FailPass/FailPass/FailInformation onlyPass/FailPass/Fail | Pass/Fail |
| **I – Previous Contract Experience** | I1 | 18 | 60% |
| **J – Skills and Qualifications**  | J1 | 6 | 40% |
|  |  |  | 100% |

# **The Process – Conditions of Participation Stage**

Table 1 above sets out how each question within the Conditions of Participation Stage will be evaluated. The scoring of the Conditions of Participation Stage will be carried out using a three-part evaluation process.

Tenderers should note that evaluation or scoring of the Conditions of Participation Stage does not count towards Tender Assessment Stage scores, but Tai Tarian requires certain information to ensure Tenderers can satisfy minimum participating conditions, before the Assessment Criteria of the Tender Assessment Stage can be assessed. The minimum participating conditions threshold level has been set at 50%; Tenderers who score less than this threshold will not proceed to Tender Assessment Stage.

Please include, where requested, relevant supporting documents, marking clearly on all enclosures the name of your organisation and the number of the question to which they refer.

**Part One – Initial Screening Assessment**

Tenders will be subject to an initial screening assessment to confirm:

1. the Tender has been submitted on time, is completed correctly, is materially complete and meets the requirements of the invitation documents;
2. the Tender is sufficiently complete to enable it to be evaluated in accordance with the tender specification; and
3. The Tenderer has not contravened any of their terms and conditions of the tender process – either provided for in the PA23 and/or this Invitation Document.
4. The Tenderer has not failed any of the exclusions listed in Section B and Schedule 6 of PA23.

In accordance with PA23, Tai Tarian may exclude Tenderers where any of the exclusions listed in Schedule 6 of PA23 apply. These include both mandatory and discretionary exclusions, such as criminal convictions, tax offences, or evidence of professional misconduct.

Tenderers are required to self-declare whether any of the exclusions apply and, where applicable, provide details of any mitigating actions or “self-cleaning” measures taken to address the issues. Tai Tarian reserves the right to verify responses and may exclude any Tenderer, where it reasonably believes an exclusion applies and has not been satisfactorily addressed.

**Part Two – Pass/Fail Questions**

If a Tenderer fails on any of the Conditions of Participation ‘pass/fail’ questions as set out in Table 1, then Tai Tarian reserves the right to reject the Tenderer at this stage and will not proceed to evaluate the Assessment Criteria. Tai Tarian reserves the right to seek clarification from the Tenderer if any answer to the ‘pass/fail’ questions is not clear.

**Part Three – Conditions of Participation**

To satisfy the minimum participating conditions of Tai Tarian, Tenderers must score equal to, or higher than, the set threshold of 50% of the weighted marks available for the Conditions of Participation Stage.

Only those Tenderers who score equal to or higher than, 50% of the overall weighted marks available will proceed to be an assessed Tender at the Tender Assessment Stage.

Tai Tarian will reject all Tenderers that score lower than 50% and the Assessment Criteria of their submission (Tender Assessment Stage) will not be assessed.

# **Tender Assessment Stage**

The Tender Assessment Stage is used to evaluate the Assessment Criteria of the submitted Tenders, in terms of Price and Quality to ascertain the Most Economically Advantageous Tender.

To satisfy the minimum Tender requirements of Tai Tarian, Tenderers must score equal to, or higher than, the set threshold of 50% of the weighted Quality marks available for the Tender Assessment Stage in order to be successfully appointed to the Framework Agreement. Any Quality scores lower than 50% will not be considered.

The Assessment Criteria will be evaluated on a 60/40 Price/Quality basis, the tables below indicates the Assessment Criteria and questions set out therein that the Tenderer must complete as part of their Tender submission. Each Assessment Criteria has its own weighting allocation.

**Table 2 –Tender Assessment Stage Scoring Matrix**

| **Section** | **Question** | **Maximum Score** | **Sub Weighting Allocation** |
| --- | --- | --- | --- |
| **A – Contract Delivery** | A1A2 | 66 | 15% |
| **B – Managing Performance**  | B1 | 6 | 5% |
| **C – Supply Chain and Value for Money** | C1 | 6 | 10% |
| **D – Sustainability and Carbon Reduction** | D1 | 6 | 5% |
| **E – Community Benefits** | E1 | 6 | 5% |
|  |  |  | 40% |

# **The Process – Tender Assessment Stage**

The submitted Tenders that are deemed to be assessed Tenders, will be subject to a two-part evaluation process at Tender Assessment Stage.

**Part One – Quality Evaluation**

Tenderers who are successful following the Conditions of Participation Stage will be subject to a detailed evaluation in accordance with the Assessment Criteria and weightings as set out in Table 2.

A maximum of 40% will be allocated to ‘Quality” to assess Tenderers qualitative submissions to each question as set out in Table 2. Each question is allocated a sub-weighting and Tenderers scores for each question are multiplied by the sub-weighting allocation to calculate a total weighted Quality score.

|  |
| --- |
| ***Worked Example (For example purposes only)*** |
| The formula:*(Quality Score of Tenderer/Maximum available Score) x Question Weighting*  |
| Example: *Tenderer score for Question A1 = (5/5)\*10 = 10%**Tenderer score for Question B1 = (3/5)\*10 = 6%**Tenderer score for Question C1 = (4/5)\*10 = 8%**Tenderer score for Question D1 = (3/5)\*10 = 6%**Tenderer Total Weighted Quality Score = 30% (10%+6%+8%+6%)* |

Failure to provide a response to any question will result in a score of 0 for that question.

**Each question indicates a maximum word count, Tenderer are to indicate the number of words in each of their responses, any words which exceed the defined word count will be discounted from the evaluation and will not be considered as part of the response.**

The answer to each question will be evaluated on information provided in the response to that question. No marks will be awarded for a particular question for information given in response to any other question or elsewhere in the submission.

A maximum of 5% will be allocated to ‘Community Benefits’ to assess Tenderers quantitative submission to the Community Benefits Question.

Tenderers must note that, Tai Tarian expects a ‘minimum expected offering’ in relation to the Community Benefits offered by a Tenderer. To allow for a consistent and fair evaluation, this ‘minimum expected offering’ will be based on the amount offered by the Tenderer expressed as a % of the estimated call-off contract value.

The ‘minimum expected offering’ (expressed as a % of estimated contract value) is calculated based on the table below.

|  |  |
| --- | --- |
| **Estimated Call-off Contract Value** | **Minimum Expected Offering** |
| **Under £25,000** | *There is no requirement for suppliers to complete our Community Benefits Obligations table.* |
| **£25,000 - £100,000** | Minimum Expected Offering *(Amount expressed as % of estimated contract value):* **2%** |
| **£100,000 - £2,000,000** | Minimum Expected Offering *(Amount expressed as % of estimated contract value):* **1.5%** |
| **Above £2,000,000** | Minimum Expected Offering *(Amount expressed as % of estimated contract value):* **1%** |

For ease, the ‘minimum expected offering’ of this Contract will be:

|  |
| --- |
| **Minimum Expected Offering** |
| Minimum Expected Offering *(Amount expressed as % of estimated contract value):* **1.5%** |

Tenderers community benefits offering will be scored in accordance with Table 3 – Scoring Rationale for Community Benefits. For clarity, if a Tenderer’s community benefits offering meets the ‘minimum expected offering’ then it will be deemed to “Meet the Standard” and be awarded a score of 3 out of 6. If a Tenderer offers more than the ‘minimum expected offering’ then it will be deemed to “Exceed the Standard” and be awarded a score of 6 out of 6. If a Tenderer offers less than the ‘minimum expected offering’ then it will be deemed as “Fails to Meet the Standard” awarded a score of 0 out of 6.

**Part Two – Price Evaluation**

Tenderers must complete Appendix 1 in relation to the Price evaluation. Tenderers must state in the Price Framework (Appendix 1A) the ‘Total Tender Sum’ and carry this forward to the Form of Tender (Appendix 18).

A maximum of 60% will be allocated to the Price element. This is done by allocating the lowest ‘Total Tender Sum’ (which will be stated on the Price Framework (Appendix 1A) and the Form of Tender (Appendix 18)) 60 price points and calculating the remaining Tenderers scores in relation to this scale.

|  |
| --- |
| ***Worked Example (For example purposes only)*** |
| Tenderer A Total Tender Sum = £3,000,000Tenderer B Total Tender Sum = £4,000,000Tenderer C Total Tender Sum = £5,000,000 |
| The formula:*Lowest priced bid/ price of Tenderer being evaluated x 60* |
| *The scores:*Tenderer A = £3,000,000/£3,000,000 x 60 = 60Tenderer B = £3,000,000/£4,000,000 x 60 = 45Tenderer C = £3,000,000/£5,000,000 x 60 = 36 |

Any price deemed abnormally low will be investigated in accordance with the Regulations and Tai Tarian reserves the right to reject any bid deemed to be “abnormally low” following the investigation which finds the prices stated are “abnormally low”.

# **Remedial Actions and Mitigation of Exclusions**

Where a Tenderer answers a question of the Conditions of Participation Stage that one or more Exclusions under Schedule 6 of the Act apply to them or their sub-contractors, they may submit evidence of any remedial actions they have taken to address the issue(s).

This may include, but not be limited to:

* Internal investigations and disciplinary measures.
* Replacement of individuals responsible.
* Implementation of compliance and audit systems.
* Repayment of outstanding debts or compensations.
* Co-operation with authorities.

Tai Tarian will review any such evidence when considering whether the Tenderer should be excluded from the procurement process. Tai Tarian reserves the right to determine whether the actions taken are sufficient to demonstrate that the Tenderer has reliably addressed the risk of recurrence.

Tai Tarian is not obliged to accept remedial evidence as sufficient and may still reject a Tender where it considers the risk to remain material or unresolved.

Where Exclusion grounds are disclosed and no credible remedial evidence is provided, Tai Tarian will reject the Tender in accordance with its obligations under the Act.

# **Evaluation Team**

An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each Tender. The evaluation team will be made up of the appropriate Tai Tarian officers and will be moderated by Procurement.

# **Scoring Rationale**

The scoring rationale for awarding marks in each scored area of the Conditions of Participation Stage and Tender Assessment Stage is shown below as Table 3.

**Table 3 – Scoring Rationale (except for Community Benefits)**

|  |  |  |
| --- | --- | --- |
| **Score** | **Remark** | **Evidence** |
| **6** | **Excellent** | Meets all the requirements of the question and exceeds it in at least one respect – an excellent response to the highest standard and relevance, that exceeds expectation. |
| **5** | **Very Good** | Meets all the requirements of the question completely – a comprehensive response in terms of information, understanding and relevance to the question. |
| **4** | **Good** | Meets the requirements of the question well but not completely – a good response in terms of information, understanding and relevance to the question. |
| **3** | **Satisfactory** | Meets the requirements of the question in most aspects but missing in some – a satisfactory response with an acceptable level of information, understanding and relevance to the question. |
| **2** | **Unsatisfactory** | Fails to meet the requirements of the question in most aspects but does in some – a limited response that has a lack of information with minimal understanding and relevance to the question. |
| **1** | **Poor** | Significantly fails to meet the requirements of the question – a poor response that provides inaccurate, or irrelevant information, that has no understanding and/or no direct relevance to the question. |
| **0** | **Failed** | Completely fails to meet the requirements of the question – no response, or extremely unacceptable response with no information, no understanding or any relevance to the question. |

The scoring rationale for awarding marks for Community Benefits for the Tender Assessment Stage is shown below as Table 3.

**Table 3 – Scoring Rationale for Community Benefits**

|  |  |  |
| --- | --- | --- |
| **Score** | **Remark** | **Evidence** |
| **6** | **Exceeds the Standard** | Community Benefits offering Exceeds the ‘minimum expected offering’. |
| **3** | **Meets the Standards** | Community Benefits offering meets the ‘minimum expected offering’. |
| **0** | **Fails to Meet the Standard** | Community Benefits offering is less than the ‘minimum expected offering’. |

# **Community Benefits**

It’s Tai Tarian’s intention that the delivery of the Framework Agreement assists in the achievement of their commitment towards community benefits as outlined in Tai Tarian’s Community Benefits Policy.

It is the approach of Tai Tarian to maximise local reinvestment through the creation of jobs and training and through supporting the local supply chain. This approach is defined by:

1. Think Neath Port Talbot
2. Think Swansea Bay City Region Deal Area (Neath Port Talbot, Swansea, Carmarthenshire, Pembrokeshire)
3. Think Wales

It is a contract condition that the Provider delivers community benefits as part of this Framework Agreement.

Tenderers must not outline the community benefit’s they are currently delivering for existing Clients.

Tenderers must outline what they propose to offer for Tai Tarian if awarded the Framework Agreement by completing Appendix 9 - Community Benefits Obligations.

For further information on how community benefits will be evaluated, please refer to 14. The Process – Tender Assessment Stage.

Delivery of community benefits through all spend is aligned with the Well-being of Future Generations Act Wales and delivers against its goals.

# **Health and Wellbeing**

Tai Tarian is on a continuous journey of good practice to improve the health and wellbeing of their staff, engage and communicate with employees more effectively and help to achieve a range of business organisational outcomes.

The Health Working Wales awards are the national quality mark for health and wellbeing in work. Tai Tarian has been awarded the ‘Platinum’ Corporate Health Standard. As such, it is recommended that all Providers working on behalf of Tai Tarian promote good practice and take active steps to support the health and wellbeing of their staff by applying for the Corporate Health Standard and the Small Workplace Health Award for those Providers employing fewer than 50 people.

Further information can be found on Healthy Working Wales’ website.

# **Data Governance**

As part of their submission, Tenderers are required to complete Appendix 10 - Data Governance Questionnaire. Tai Tarian expects all Tenderers to be able to answer ‘Yes’ to all questions in the questionnaire but does not require any supporting information at this stage in the process. If a Tenderer is unable to answer ‘Yes’ to a question at this stage, then Tai Tarian will support Providers to be able to meet the requirements of the question before Framework Agreement Start. Tai Tarian will agree a reasonable timeframe for resolution and any actions required will be monitored by both parties. If a Provider does not meet the requirements and fails to implement the agreed actions within the agreed timeframe then, Tai Tarian reserves the right to reject the bid and not enter into a Framework Agreement with the Provider.

# **Ethical Partnership**

Tai Tarian will not enter partnership/commercial relationships that could compromise who we are and what we do; or undermine our effectiveness in achieving our goals.

Partnerships with companies whose commercial objectives would conflict with our goals and values, or which could promote inaccurate or misleading messages about our commitment to those goals and values, would not be appropriate.

**Therefore, Tenderers are required to complete Appendix 11 - Ethical Partnership Self-Certification Checklist, to confirm that your organisation is not involved in any of the activities provided in the checklist.**

# **Sub-contracting Arrangements**

Tai Tarian recognises that Suppliers may propose to deliver the requirements of this contract with the support of sub-contractors. Tenderers must clearly identify any sub-contracting arrangements they intend to put in place. This includes:

* The names (where known) and roles of any sub-contractors.
* The scope of the work to be sub-contracted.
* The management and assurance arrangements in place to oversee the sub-contracted delivery.

This information must be provided as separate appendix to the tender submission.

Tai Tarian reserves the right to assess whether any proposed sub-contracting arrangement poses a material risk to contract delivery, and to seek further assurance where appropriate. Tai Tarian may also, at its discretion, apply relevant exclusions (as defined in Schedule 6 of PA23) to sub-contractors where concerns arise regarding their suitability or compliance.

Tenderers should ensure that any sub-contractors involved in critical service delivery meet the same standards of competence, reliability and legal compliance requirements as the appointed Supplier.

# **Consortia Arrangements**

If the Tenderer bidding for the Framework Agreement is a consortium, the following information must be provided.

* full details of the consortium;
* the proposed proportionate responsibility of each of the members;
* full details of the actual or proposed percentage shareholding of the constituent members within the consortium;
* the lead member of the consortium who will be contractually responsible for delivery of the Framework Agreement (if a separate legal entity is not being created); and
* if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

Please note Tai Tarian reserves the right to require a successful consortium to form a single legal entity if awarded the Framework Agreement, to the extent that a specific legal form is deemed by Tai Tarian as being necessary for the satisfactory performance of the Framework Agreement. All members of the consortium will be required to provide the information required in all sections of the Conditions of Participation Stage as part of a single composite response to Tai Tarian, i.e. each member of the consortium is required to complete all sections of the Conditions of Participation Stage.

The submissions of each consortium member will be scored in accordance with the weightings and rationale as described in Table 1 and Table 3.

The total overall score of each consortium member will be added together and divided by the total number of consortium members. For example, if there are 3 consortium members, the total overall score of each consortium member will be added together and divided by 3. The consortium must obtain an overall score equal to, or higher than the minimum participating conditions threshold, which is set as 50% to proceed to the Tender Assessment Stage.

If one, or more, members fail one of the Pass/Fail questions then Tai Tarian reserves the right to seek clarification from the lead member of the consortium to allow them to provide an adequate explanation of why the consortium member has failed the question. If the lead member cannot provide an adequate explanation, Tai Tarian reserves the right to apply a Fail for this question, and therefore, Tai Tarian reserves the right to apply a Fail for the whole consortium, which will result in the consortium not proceeding further in the tender process.

Tai Tarian recognises that arrangements in relation to consortia may (within limits) be subject to future change. Tenderers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to Tai Tarian so that it can make a further assessment by applying the Selection Criteria to the new information provided.

# **Stage 1 – Conditions of Participation Stage**

## Section A – Organisation Details

**Please note: - All Tenderers are required to complete this section. Section A is for information only and will not be scored.**

| **Question A1** |  |
| --- | --- |
| Full Name of Organisation: |  |
| Registered Office Address: |  |
| Company/Charity Registration No. (if applicable) |  |
| VAT Registration No. (if applicable) |  |
| FCA Registration No.(if applicable) |  |
| Name of immediate parent company (if applicable) |  |
| Name of ultimate parent company (if applicable) |  |
| Type of Organisation: |  |
| i) A public limited company |[ ]
| ii) A limited company |[ ]
| iii) A limited liability partnership |[ ]
| iv) Other partnership |[ ]
| v) Sole trader |[ ]
| vi) Other |[ ]

| **Question A2** |  |
| --- | --- |
| Name |  |
| Address |  |
| Position |  |
| Post Code |  |
| Country |  |
| Phone |  |
| Email |  |
| a) Your organisation is bidding to provide the goods and/or services required itself. |[ ]
| b) Your organisation is bidding in the role of Prime Provider and intends to use third parties to provide some of the goods and/or services. |[ ]
| c) The Potential Provider is a consortium or Special Purpose Vehicle |[ ]
| If your answer is (b) or (c) please indicate in a separate appendix (by inserting the relevant company/organisation name) the composition and governance of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement. |

|  |
| --- |
| **Question A3** |
| **Description of Question** | Is a principal Proprietor of your business related to an employee or Board Member of Tai Tarian or a person who has been employed or has been a Board Member of Tai Tarian within the last 12 months? Details of Board Members can be found on [www.taitarian.co.uk](http://www.taitarian.co.uk)  |
| **Response** | Yes | [ ]  |
| No | [ ]  |
| If yes, please state their name and job title: |

## Section B – Exclusions

**Please note: - All Tenderers are required to complete this section. Section B is ‘Pass/Fail’. If a Tenderer is deemed to fail on a question, then Tai Tarian reserves the right to reject the Tender.**

|  |
| --- |
| **Mandatory Exclusions** |
| **No.** | **Question** |
| 1 | Are any mandatory exclusion grounds set out in Schedule 6 of the Procurement Act 2023 application to your organisation or any connected person?*Tenderer guidance: ‘Yes’ is deemed a Fail for this question, ‘No’ is deemed a Pass for this question.* |
|  | [Insert Yes or No] |
|  | *Tenderer Guidance: If any answers are ‘Yes’ above, please describe below any remedial or mitigating actions taken.* |
| **Discretionary Exclusions** |
| 2 | Are any discretionary exclusion grounds set out in Schedule 7 of the Procurement Act 2023 application to your organisation or any connected person?*Tenderer guidance: ‘Yes’ is deemed a Fail for this question, ‘No’ is deemed a Pass for this question.* |
|  | [Insert Yes or No] |
|  | *Tenderer Guidance: If any answers are ‘Yes’ above, please describe below any remedial or mitigating actions taken.* |

## Section C – Financial Information

**Please note: - All Tenderers are required to complete this section. Section C is ‘Pass/Fail’ i.e. ‘yes’ is a pass and ‘no’ is a fail. If a Tenderer is deemed to fail on a question, then Tai Tarian reserves the right to reject the Tender.**

|  |
| --- |
| **Question C1** |
| **Description of Question** | Tai Tarian wishes to conduct financial checks on the Tenderer through the use of Credit Safe. (Failure to provide consent will result in your application being rejected.)Does your company give consent for Tai Tarian to use Credit Safe to conduct financial checks when necessary? |
| **Response** | Yes | [ ]  |
| No | [ ]  |

|  |
| --- |
| **Question C2** |
| **Description of Question** | For Tenderers to successfully Pass this question they must have a Credit Safe overall score equal to, or higher than the designated threshold of 30.If a Tenderer does not score equal to, or higher than the designated threshold of 30, Tai Tarian reserves the right to seek clarification from the Tenderer to allow them to provide an adequate explanation. If the Tenderer cannot provide an adequate explanation, Tai Tarian reserves the right to apply a Fail for this question. |
| **Response** | No response required – Tai Tarian will undertake a credit check to determine the Credit Safe score. |

|  |
| --- |
| **Question C3** |
| **Description of Question** | The minimum annual turnover requirement has been set at £300,000.Please state your organisation’s financial turnover (from audited accounts) for the last two years beginning with the most recent figures. If your business has not been in operation for 2 years, please provide this information since creation of the business:If a Tenderers turnover does not exceed the levels set out above then Tai Tarian reserves the right to seek clarification from the Tenderer to allow them to provide an adequate explanation. If the Tenderer cannot provide an adequate explanation, Tai Tarian reserves the right to apply a Fail for this question. |
| **Response** | Year: | To: | £ |
| Year: | To: | £ |

|  |
| --- |
| **Question C4** |
| **Description of Question** | Please indicate your organisation’s net profit (or loss) for the last 2 years beginning with the most recent figures, If your business has not been in operation for 2 years, please provide this information since creation of the business:Your profitability is defined as Earnings Before Interest and Tax (EBIT).Please note. If you are successful, you must be in a position to provide evidence if required, without delay, to confirm this prior to Framework Agreement Award. If your organisation was not profitable in either of the last two financial years (i.e. reported a negative EBIT) please provide an adequate explanation of how your organisation will be able to continue trading.Details you may like to provide include:* Explanation of why the reported EBIT is affected by exceptional items e.g. changes to accounting practice
* Projected profit / loss
* Availability of assets to meet continued loss
* Projected cash flow

If you cannot provide an adequate explanation, Tai Tarian reserves the right to apply a Fail for this question. |
| **Response** | Year: | To: | £ |
| Year: | To: | £ |

|  |
| --- |
| **Question C5** |
| **Description of Question** | Please confirm that your organisation (or in relation to Professional Indemnity, ensure that the relevant sub-contractor, designer or system provider) have the following specified levels of Insurance cover: |
| **Response** | Employer’s Liability Insurance - £10,000,000.00 minimum cover(A copy must be provided) | Yes | [ ]  |
| No | [ ]  |
| Public Liability Insurance -£5,000,000.00 minimum cover(A copy must be provided) | Yes | [ ]  |
| No | [ ]  |
| If your organisation does not have the minimum requirement as stated above, is your organisation able and willing to increase, or put in place its insurance cover to meet the requirements prior to Framework Agreement signature? | Yes | [ ]  |
| No | [ ]  |

## Section D – Community Benefits

**Please note: - All Tenderers are required to complete this section. Section D is ‘Pass/Fail’ i.e. ‘yes’ is a pass and ‘no’ is a fail. If a Tenderer is deemed to fail on a question, then Tai Tarian reserves the right to reject the Tender.**

|  |
| --- |
| **Question D1** |
| **Description of Question** | Do you confirm that your organisation is willing and committed to the delivery of Community Benefits through the life of the Framework Agreement?Appendix 9 provides a detailed description of the requirements Tai Tarian expects to achieve from the Tenderer, along with a Community Benefits Obligations which must be completed by all Tenderers. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

## Section E – Quality Management

**Please note: - All Tenderers are required to complete this section. Section E is ‘Pass/Fail’ i.e. ‘yes’ is a pass and ‘no’ is a fail. If a Tenderer is deemed to fail on a question, then Tai Tarian reserves the right to reject the Tender.**

|  |
| --- |
| **Question E1** |
| **Description of Question** | Does your organisation have a quality management policy?If yes, please return a copy of your policy. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

## Section F – Health and Safety

**Please note: - All Tenderers are required to complete this section. Section F is ‘Pass/Fail’ – for question F1-F3 ‘yes’ is a pass and ‘no’ is a fail and for question F4-F5 ‘yes’ is a fail and ‘no’ is a pass. If a Tenderer is deemed to fail on a question, then Tai Tarian reserves the right to reject the Tender.**

|  |
| --- |
| **Question F1** |
| **Description of Question** | Has your organisation completed a national H&S assessment process, demonstrating competence in Stage 1 Health & Safety management systems using the benchmark standard (CDM 2015 core criteria stage 1 or the Health & Safety Module of PAS91) through a full Registered Member of the SSIP (Safety Schemes in Procurement) Forum?If yes, please provide a copy of your certificate. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

|  |
| --- |
| **Question F2** |
| **Description of Question** | Please confirm that your Health and Safety Policy includes the following:* A Policy Statement - signed and dated.
* The Organisation and Responsibilities - how Health and Safety requirements are implemented.
* The Arrangements – standards and procedures adopted in practice.

Please provide a copy of your policy and Tai Tarian will check to ensure the above conditions are met. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

|  |
| --- |
| **Question F3** |
| **Description of Question** | Please confirm that your companies Health and Safety Policy has been reviewed internally within the past two years. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

|  |
| --- |
| **Question F4** |
| **Description of Question** | Has your organisation, or any proposed sub-contractor to be used under the Contract, during the last 3 years, been prosecuted or been served with a prohibition notice for contravention of the Health and Safety at Work Act 1974, or equivalent legislation? If yes, please provide details of each occasion (on a separate piece of paper) to provide an adequate explanation of the actions taken to redress any damage and stop recurrence.Tai Tarian reserves the right to apply a Fail for this question if the Tenderer cannot provide an adequate explanation of the actions taken to redress any damage and stop recurrence. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

|  |
| --- |
| **Question F5** |
| **Description of Question** | Has your organisation, or any proposed sub-contractor to be used under the Contract, during the last 3 years, been subject of a formal investigation by the Health and Safety Executive, or similar national body charged with supervision of health and safety standards?If yes, please provide details of each occasion (on a separate piece of paper) to provide an adequate explanation of the actions taken to redress any damage and stop recurrence.Tai Tarian reserves the right to apply a Fail for this question if the Tenderer cannot provide an adequate explanation of the actions taken to redress any damage and stop recurrence. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

## Section G – Sustainability and Environment

**Please note: - All Tenderers are required to complete this section. Section G is ‘Pass/Fail’ – for question G1 ‘yes’ is a pass and ‘no’ is a fail and for question G2 ‘yes’ is a fail and ‘no’ is a pass. If a Tenderer is deemed to fail on a question, then Tai Tarian reserves the right to reject the Tender.**

|  |
| --- |
| **Question G1** |
| **Description of Question** | Does your organisation have a sustainability and environment policy?If yes, please return a copy of your policy. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

|  |
| --- |
| **Question G2** |
| **Description of Question** | Has there been any civil/criminal action against your organisation, or any proposed sub-contractor to be used under the Contract, in respect of breaching environment legislation in the last 3 years?If yes, please provide details of each occasion (on a separate piece of paper) to provide an adequate explanation of the actions taken to redress any damage and stop recurrence.Tai Tarian reserves the right to apply a Fail for this question if the Tenderer cannot provide an adequate explanation of the actions taken to redress any damage and stop recurrence. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

## Section H – Equal Opportunities and Modern Slavery

**Please note: - All Tenderers are required to complete this section. Section H is ‘Pass/Fail’ for question H1 and H3 ‘yes’ is a pass and ‘no’ is a fail and for question H2 ‘yes’ is a fail and ‘no’ is a pass. If a Tenderer is deemed to fail on a question, then Tai Tarian reserves the right to reject the Tender.**

|  |
| --- |
| **Question H1** |
| **Description of Question** | Do you have an Equality and Diversity Policy that complies with the Equalities Act 2010?If yes, please return a copy of your policy. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

|  |
| --- |
| **Question H2** |
| **Description of Question** | In the last three years, has any finding of any unlawful discrimination been made against your organisation, or any proposed sub-contractor to be used under the Contract, by any Court or Industrial Tribunal?If yes, please provide details of each occasion (on a separate piece of paper) to provide an adequate explanation of the actions taken to redress any damage and stop recurrence.Tai Tarian reserves the right to apply a Fail for this question if the Tenderer cannot provide an adequate explanation of the actions taken to redress any damage and stop recurrence. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

|  |
| --- |
| **Question H3** |
| **Description of Question** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? Only proceed to H4 and H5 if you have ticked Yes. |
| **Response** | Yes | [ ]  |
| No | [ ]  |

|  |
| --- |
| **Question H4** |
| **Description of Question** | If you have answered Yes to H3, are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? |
| **Response** | Yes | [ ]  |
| No | [ ]  |

|  |
| --- |
| **Question H5** |
| **Description of Question** | If you have answered Yes to H4, please provide a copy of your statement. If you have answered No to H4, please provide an explanation as to why. |
| **Response** |  |

|  |
| --- |
| **Question H6** |
| **Description of Question** | The new sexual harassment legislation significantly strengthens the legal framework surrounding sexual harassment in the workplace. It places a greater responsibility on employers, including contractors and suppliers, to take reasonable steps to anticipate and prevent sexual harassment and create a safe and respectful environment. Tai Tarian is committed to providing a workplace free from sexual harassment and discrimination.The legislation includes a duty for organisations to prevent sexual harassment by third parties, therefore we need assurance from yourselves that your organisation has a procedure in place to address any instances of this nature should they arise. We can assure you that we will take appropriate action to address any complaints of sexual harassment, to ensure a safe and respectful work environment for any employee that works for your organisation. Our company procedure prohibits any form of reproach against those who report harassment. By understanding and adhering to the new sexual harassment legislation, we can collectively contribute to a more inclusive and positive environment for everyone’.Please confirm that your organisation has the necessary procedures in place to provide assurance to Tai Tarian to address any instances of this nature should they arise? |
| **Response** | Yes | [ ]  |
| No | [ ]  |

## Section I – Previous Experience

**Please note: - All Tenderers are required to complete this section. Each example will be scored out of 6, and the whole Section will be weighted 60% of the overall Conditions of Participation Stage.**

|  |
| --- |
| **Question I1** |
| **Description of Question** | Please provide examples of three different (similar sized to the initial call-off Contract) Kitchen and Bathroom Upgrade Works contracts you have completed for three different organisations from either or both the public and private sector in the last five years.If you are a new organisation, and you are unable to provide examples from three different organisations for completed work, you should provide three examples of current work that will demonstrate your capacity and abilities.The examples should include (but not be limited to):* Evidence that you have the capacity and required experience to deliver our Framework Agreement.
* Evidence that you have successfully met the requirements of the contracts provided as examples to a high level of quality and standard of work by providing detailed, relevant responses.
* Be similar in nature to our Framework Agreement.

The clients named may be contacted to provide a reference on your behalf, therefore, Tenderers should contact those clients prior to submitting a bid to ensure they are aware and that they agree to provide a reference. |

|  |
| --- |
| **Question I1** |
| **Response** | **Example 1** |
| Contract Name |  |
| Client Name: |  |
| Client Address: |  |
| Client Contact: |  |
| Client Email: |  |
| Contract Period |  |
| Contract Value: |  |
| **Description of Work (Maximum 300 words)** |

|  |
| --- |
| **Question I1** |
| **Response** | **Example 2** |
| Contract Name |  |
| Client Name: |  |
| Client Address: |  |
| Client Contact: |  |
| Client Email: |  |
| Contract Period |  |
| Contract Value: |  |
| **Description of Work (Maximum 300 words)** |

|  |
| --- |
| **Question I1** |
| **Response** | **Example 3** |
| Contract Name |  |
| Client Name: |  |
| Client Address: |  |
| Client Contact: |  |
| Client Email: |  |
| Contract Period |  |
| Contract Value: |  |
| **Description of Work (Maximum 300 words)** |

## Section J – Skills and Qualifications

**Please note: - All Tenderers are required to complete this section. Responses will be scored out of 6, and the Section will be weighted 40% of the overall Conditions of Participation Stage.**

|  |
| --- |
| **Question J1** |
| **Description of Question** | Please provide information (in the form of a table or outlining CV) of the existing qualifications and experiences of the employees within your organisation that will be assigned to the Framework Agreement, regarding both the management of the Framework Agreement and the physical undertaking of the works.Answers should include:* Job title; qualifications; date that they joined your company; current and previous work experience in the relevant sector.
* Location base of staff.
* Staff involved in the management of the Framework Agreement and the staff that physically undertake the services.

**(Maximum 300 words, excluding qualification table)** |
| **Response** |  |

# **Stage 2 – Tender Assessment Stage**

## Section A – Contract Delivery

**Please note: - All Tenderers are required to complete this section. Responses will be scored out of 6, and the Section will be weighted 15% of the Quality element of the Tender Assessment Stage.**

|  |
| --- |
| **Question A1** |
| **Description of Question** | Please explain how you will **programme the supply, design and installation** of 20 kitchens and 20 bathroom upgrade works to meet the requirements provided in the Tender Brief, by no later than 31st March 2026.Answers must include (but not be limited to):* An overview of your processes and procedures for the key stages of the programme.
* **A detailed works programme to ensure completion of all necessary works by no later than 31st March 2026.**

**(Maximum 500 words)** |
| **Response** |  |

|  |
| --- |
| **Question A2** |
| **Description of Question** | Please explain how you propose to **undertake all necessary works** for the installation of 20 kitchens and 20 bathroom upgrade works to meet the requirements provided in the Tender Brief, by no later than 31st March 2026.Answers must include (but not be limited to):* How you will undertake the necessary works as quickly, safely and cost effectively as possible, from installation to handover.
* How you propose to phase works, including the use of any sub-contractors and third parties.
* How you will manage labour resources ensuring you have the right number of roles, and the right capabilities to undertake the necessary works and management of the Contract.
* How you treat tenants as individuals, recognise their concerns and respect equality and diversity.

**(Maximum 500 words)** |
| **Response** |  |

## Section B – Managing Performance

**Please note: - All Tenderers are required to complete this section. Responses will be scored out of 6, and the Section will be weighted 5% of the Quality element of the Tender Assessment Stage.**

|  |
| --- |
| **Question B1** |
| **Description of Question** | Please explain how you will manage performance monitoring and reporting over the life of the Contract to meet the requirements of the KPIs included in Appendix 7A - KPI Framework.Answers should include (but not be limited to): * How you will meet the requirements of KPI 1
* How you will meet the requirements of KPI 2
* How you will meet the requirements of KPI 5
* How you will meet the requirements of KPI 13
* Examples of how you currently present management information.

**(Maximum 500 words)** |
| **Response** |  |

## Section C – Supply Chain and Value for Money

**Please note: - All Tenderers are required to complete this section. Responses will be scored out of 6, and the Section will be weighted 10% of the Quality element of the Tender Assessment Stage.**

|  |
| --- |
| **Question C1** |
| **Description of Question** | Please explain your proposed supply chain to deliver this contract and how you will maximise value for money for Tai Tarian. Answers must include (but not be limited to):* Where the materials you proposed to use are purchased from, where they are made and the lead time for purchasing replacement parts for maintenance purposes.
* Your approach to setting costs submitted in the Price Framework, and for dealing with site variations or instructions, to minimise the cost passed to Tai Tarian.
* If using sub-contractors, what sub-contractors you proposed to use (by name), their location and how long you have held a relationship for.
* How you monitor the performance of sub-contractors or your direct labour.
* Your process for prompt payment of sub-contractors, or direct labour and the standard payment terms you agree to.

**(Maximum 500 words)** |
| **Response** |  |

## Section D – Sustainability and Carbon Reduction

**Please note: - All Tenderers are required to complete this section. Responses will be scored out of 6, and the Section will be weighted 5% of the Quality element of the Tender Assessment Stage.**

|  |
| --- |
| **Question D1** |
| **Description of Question** | What commitment has your organisation made or plan to make to minimise carbon emissions, and how this will have a direct impact on this contract? Answers should include (but not be limited to):* A position statement on current carbon emissions and future targets.
* How you propose to minimise environmental damage and minimise your carbon footprint.
* Your on-site recycling and processes to reduce waste.
* Your commitment to procuring sustainable materials.
* Tenderers are required to evidence how they have calculated these GHG emissions and future targets within their submission.

**(Maximum 300 words)** |
| **Response** |  |

## Section E – Community Benefits

**Please note: - All Tenderers are required to complete this section. Responses will be scored out of 6, and the Section will be weighted 5% of the Quality element of the Tender Assessment Stage.**

|  |
| --- |
| **Question E1** |
| **Description of Question** | Please demonstrate how Community Benefits will be achieved through the delivery of this Framework Agreement by completing the Community Benefits Obligations attached in Appendix 9.* The Community Benefits Obligations attached in Appendix 9 must be completed.
 |
| **Response** | There is no written response required – Tenderers must complete the Community Benefits Obligations table in Appendix 9. |

# **Appendices to the Invitation to Tender**

## Appendices 1 – 8

The following Appendices have been provided as separate documents within the contract notice advertised on Sell2Wales.

Tenderers must comply and consider all the requirements of each Appendix and complete appendices if and as instructed therein.

|  |  |
| --- | --- |
| **Appendix 1A** | Price Framework |
| **Appendix 1B** | Price Framework Rules |
| **Appendix 1C** | Measurement Preambles |
| **Appendix 1D** | Planned Maintenance Schedule of Rates |
| **Appendix 2A** | Planned Maintenance Specification |
| **Appendix 2B** | Planned Maintenance Specification Schedule of Amendments |
| **Appendix 3** | Pre-Construction Information |
| **Appendix 4** | NHF Form of Contract 2023 Preliminaries |
| **Appendix 5** | NHF Form of Contract 2023 Contract Conditions |
| **Appendix 6** | NHF Form of Contract 2023 Articles & Contract Details |
| **Appendix 7A** | NHF Form of Contract 2023 KPI Framework |
| **Appendix 7B** | KPI Schedule of Amendments |
| **Appendix 8** | Framework Agreement |

## Appendix 9 – Community Benefits Obligations

**Introduction**

Tai Tarian is one of the largest Social Housing providers in Wales, with over 9,000 properties within Neath Port Talbot County Borough. Tai Tarian provide good quality homes to our tenants, together with a wide range of support services making a real difference in our communities.

It’s Tai Tarian’s intention that the delivery of the Contract assists in the achievement of their commitment towards community benefits as outlined in Tai Tarian’s Community Benefits Policy.

It is the approach of Tai Tarian to maximise local reinvestment through the creation of jobs and training and through supporting the local supply chain. This approach is defined by:

1. Think Neath Port Talbot
2. Think Swansea Bay City Region Deal Area (Neath Port Talbot, Swansea, Carmarthenshire, Pembrokeshire)
3. Think Wales

**Contract Requirements**

Tai Tarian has an aspiration to develop key performance indicators in delivering employment within the Neath Port Talbot County Borough and supporting and sustaining supply chain opportunities within this Contract to assist in contributing towards economic growth in the area in which it operates.

It is a contract condition that the contractor delivers community benefits as part of this Contract. There are a variety of community benefit obligations outlined in the Contract and the contractor must agree to deliver one or more.

Tenderers must not outline the community benefit’s they are currently delivering for existing Clients. Tenderers must outline what they propose to offer for Tai Tarian if awarded the Contract.

Delivery of community benefits through all spend is aligned with the Well-being of Future Generations Act Wales and delivers against its goals.

All community benefit activities must take place within the Neath Port Talbot County Borough.

**Monitoring & Managing Information**

The Provider will develop monitoring reports and submit at agreed progress meetings as an agenda item. The contractor will work in partnership with the Community & Customer Team to ensure that all community benefits obligations are fulfilled throughout the duration of the contract.

Alongside the Provider monitoring and managing all relevant information, Tai Tarian will also keep a record of all activities to ensure that they are in line with the Well-being of Future Generations Act Wales and are achieving the business corporate priorities and objectives.

All activities undertaken by the Provider in connection with this Framework must be approved by a member of the Community & Customer Team.

**Guidance and Support**

In addition to any support given by the Community & Customer Team, the agencies set out after the Community Benefits Obligations below, can provide support both during the tender stage and in the delivery of your Community Benefit obligations post contract award, please note this list is not exhaustive, and other organisations are also available for your support.

**Community Benefit Obligations**

For this Contract, all Tenderers must complete the **‘Community Benefit Priority Areas’** section of the Community Benefit Obligation table below.

**All Tenderers must refer to Item 16. The Process – Tender Assessment Stage to understand how ‘Community Benefits’ will be assessed and evaluated.**

Tenderers must note that, Tai Tarian expects a ‘minimum expected offering’ in relation to the Community Benefits offered by a Tenderer. To allow for a consistent and fair evaluation, this ‘minimum expected offering’ will be based on the amount offered by the Tenderer expressed as a % of the estimated contract value.

Tenderers community benefits offering will be scored in accordance with Table 4 – Scoring Rationale for Community Benefits. For clarity, if a Tenderer’s community benefits offering meets the ‘minimum expected offering’ then it will be deemed to “Meet the Standard” and be awarded a score of 3 out of 6. If a Tenderer offers more than the ‘minimum expected offering’ then it will be deemed to “Exceed the Standard” and be awarded a score of 6 out of 6. If a Tenderer offers less than the ‘minimum expected offering’ then it will be deemed as “Fails to Meet the Standard” awarded a score of 0 out of 6.

**Tai Tarian Community Benefit Obligations**

| **Well-being of Future Generations Act Wales** | **Community Benefits Priority Areas** | **Communication and Reporting** |
| --- | --- | --- |
| **Definition:** **A prosperous Wales** An innovative, productive, and low carbon society which recognises the limits of the global environment and therefore uses resources efficiently and proportionately (including acting on climate change); and which develops a skilled and well-educated population in an economy which generates wealth and provides employment opportunities, allowing people to take advantage of the wealth generated through securing decent work. | **TARGETED RECRUITMENT & TRAINING (TR&T):** **How will you deliver and achieve the Targeted Recruitment & Training (TR&T) on this project/framework.** As per the Tai Tarian Community Benefits minimum expectations 52 person weeks per £1m is expected as standard. This can be broken down across target areas as the contractor sees fit. Please detail the number of sustainable job creation and training opportunities you will create as a result of this contract focussing on the key areas as defied below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Target Area** | **Number of People** | **Individual Person Weeks** | **Total Number of Weeks**  | **Estimated Total Salary** |
| New Entrants/ Jobs Created |  |  |  | £ |
| Apprentices (New) |  |  |  | £ |
| Apprentices (Existing) |  |  |  | £ |
| Trainees (including graduates and trainees) |  |  |  | £ |
| Work experience – NOT IN EDUCATION |  |  |  | **N/A** |
| Work experience – IN EDUCATION |  |  |  | **N/A** |
| Disadvantaged Workers\* |  |  |  | **N/A** |
| **Total Estimated Salary Commitments** | £ |

 | The Community & Customer Team will monitor and review Targeted Recruitment & Training throughout the duration of the contract. The frequency of reporting will be agreed with the successful contractor upon contract award.  |
| **SUPPLY CHAIN SPEND:**As part of Tai Tarian’s commitment to maximising the local pound please provide a percentage spend breakdown against the value of this contract in line with the key approach to community benefits set out above.***(Please note this section will not be included in the Minimum Expected Offering)*** | % Spend in Neath Port Talbot:% Spend in Swansea Bay City Region Deal area:% Spend in Wales: **%** Outside Wales: | Community & Customer team will work with successful contractor to help set up/monitor this priority area and will agree reporting frequency upon contract award. |
| **Definition:****A globally responsible Wales**A nation which, when doing anything to improve theeconomic, social, environmental, and cultural well-being of Wales, takes account of whether doing such a thing may make a positive contribution to global well-being. | **COMMUNITY PROJECTS:**Voluntary support from the contractor to participate and finance community projects in the Neath Port Talbot borough **per annum** for duration of the contract | Donation Proposal: £ | Community & Customer Team will work in partnership with the successful contractor to identify suitable projects within the locality. |
| **SECONDARY SUPPLY CHAIN SUPPORT:**The contractor’s ability to encourage their own supply chain to participate in the above activities. | Donation Proposal: £ | Contractor to provide the Community & Customer team a full breakdown of secondary supply chain support. |
| **Definition:****A more equal Wales & A healthier Wales**A society that enables people to **fulfil their potential** no matter what their background or circumstances (including their socio-economic background and circumstances).A society in which people’s **physical and mental well-being** is maximised and in which choices and behaviours that benefit future health are understood. | **COMMUNITY DONATIONS:**A cash donation towards community projects to support our communities in the Neath Port Talbot Borough **per annum** for the duration of the contract. | Donation Proposal: £ | Community & Customer Team will work in partnership with the successful contractor to identify suitable organisations within the locality. |
| **MATERIAL DONATIONS:**The contractor’s commitment to provide communities with materials that can be utilised by local groups/schools/organisations to promote social cohesion.  | Donation Proposal: £ | Community & Customer Team will work in partnership with the successful contractor to identify suitable organisations within the locality. |
| **Definition:****A resilient Wales**A nation which maintains and enhances a **biodiverse** natural environment with healthy functioning ecosystems that support social, economic, and ecological resilience and the capacity to adapt to change. | **SCHOOL BIODIVERSITY ENGAGEMENT:**The contractor’s commitment to donate biodiversity themed items or funding towards school communal gardens/open spaces **per annum** in delivery of Tai Tarian’s corporate objectives. | Donation Proposal: £ | The Community & Customer team will liaise directly with the contractor on proposed school engagements within the borough for the duration of the contract.  |
| **COMMUNITY BIODIVERSITY PROJECTS:**The contractor to participate and finance biodiversity projects in the Neath Port Talbot borough **per annum** for duration of the contract. | Donation Proposal: £ | Community & Customer Team will work in partnership with the successful contractor to identify suitable projects within the locality. |
| **Definition:****A vibrant culture and thriving Welsh language & A Wales of cohesive communities.**A society that promotes and protects culture, heritage, and the Welsh language, and which encourages people to participate in the **arts, and sports and recreation.**Attractive, viable, safe, and **well-connected communities.** | **COMMUNITY SPORTS DONATION:**The contractor to offer cash donations**per annum** for the duration of the contract towards community sporting teams, to enable them to purchase various equipment. | Donation Proposal: £ | Following Tai Tarian’s referral process, the Community & Customer Team will be the liaison between the contractor and the nominated community sporting teams. |
| **COMMUNITY ARTS & CULTURE DONATION:**The contractor to offer cash donations **per annum** for the duration of the contract towards local arts and craft groups, dance, and drama groups etc. To enable them to purchase various equipment. | Donation Proposal: £ | Following Tai Tarian’s referral process, the Community & Customer Team will be the liaison between the contractor and the community arts groups. |

## Appendix 10 – Data Governance Questionnaire

**Please note: - All Tenderers are required to answer this section.**

|  |  |
| --- | --- |
| **Question** | **Answer** |
|  | **Yes** | **No** |
| 1. You can describe the measures you have implemented to protect the personal data you are processing including (transmitting and storing). |[ ] [ ]
| 2. If you use any other organisations to process information on behalf of Tai Tarian you can provide a list and confirm if a data processing agreement is in place with each one. |[ ] [ ]
| 3. You can evidence the arrangements you have in place for recognising and handling security incidents and personal data breaches, including notifying the Organisation you are processing on behalf of.  |[ ] [ ]
| 4. You can evidence what measures you have in place to recognise and handle requests from individuals to exercise their rights set out in data protection law (e.g. subject access requests, erasure, correction and portability requests, and objections to processing etc). in particular, in your capacity as a data processor. |[ ] [ ]
| 5. You have measures in place for pre-employment screening of personnel that are able to access personal data you are processing on behalf of Tai Tarian? |[ ] [ ]
| 6. You can demonstrate who has been trained in data protection, how and on what topics? What triggers the need for employees to undertake training (e.g. induction, annual refresher training etc.)? We will also ask for frequency of training. |[ ] [ ]
| 7. You can evidence how you ensure that your employees and others who have access to the data being processed on behalf of the issuing organisation are committed to confidentiality? |[ ] [ ]
| 8. You can confirm if your organisation is registered with the Information Commissioner’s Office? And provide information relating to your registration number if registered. This is not compulsory for all organisations. |[ ] [ ]
| 9. You can evidence what documentation you have in relation to Data Protection/Information Security/Information Governance? We will ask you to specify all applicable policies, procedures or other documents: |[ ] [ ]
| 10. You can provide information on your organisation’s process for disposing of personal data when it is no longer required. |[ ] [ ]

## Appendix 11 – Ethical Partnership Self-Certification Checklist

**Please note: - All Tenderers are required to answer this section.**

|  |  |  |
| --- | --- | --- |
| **Please confirm that your organisation is not engaged directly (or an Associate/Group Company which is engaged) in:** | **Yes** | **No** |
| Tobacco manufacture |[ ] [ ]
| Alcohol manufacture  |[ ] [ ]
| Sale/promotion of drugs  |[ ] [ ]
| Weapons systems manufacture |[ ] [ ]
| Associated with regimes with a poor Human Rights Record |[ ] [ ]
| Generating revenue from the sale of pornography or gambling |[ ] [ ]
| Activities which unsustainably degrade the environment or global efforts against climate change (for example deforestation/aggressive harvesting of finite natural resources/destruction of natural habitats) |[ ] [ ]
| Testing products on animals or use animals in their product manufacture or where there are concerns about animal welfare |[ ] [ ]
| (Where publicly available information is available) Companies with an ESG score indicating they are in the bottom quartile for their sector |[ ] [ ]

## Appendix 12 – Client Alert Process

**Please note: - All Tenderers are required to answer this section.**

As part of our duty of care, Tai Tarian operates a Client Alert Process designed to protect staff, contractors, and partner agencies from known or foreseeable risks when attending properties or interacting with our contract holders. This process includes:

* Client Alerts, which highlight potential risks such as aggressive behaviour, safeguarding concerns, or environmental hazards at a property.
* No Staff Visit Alerts, issued where attendance is restricted until further notice due to serious risk.
* Client alert information is held internally on our systems and shared with contractors on a need-to-know basis, typically through a secure, encrypted email process managed by the Health & Safety team.
* Contractors are expected to read and acknowledge these alerts before attending any property and to have internal procedures in place to manage risk information appropriately.

**Your responsibilities as a contractor include**

* Providing a central emergency contact email address for alert notifications.
* Providing an emergency contact number for urgent communications.
* Ensuring relevant staff are briefed on alerts before attending site.
* Contacting the issuing officer (where applicable) to confirm the current alert status if a delay occurs between job issue and attendance.
* Advising Tai Tarian of any changes to your contact arrangements during the term of the contract.

At the end of the contract, contractor details will be removed from our alert distribution list to ensure GDPR compliance and safeguard sensitive information.

Failure to engage with or act on the Client Alert Process may be treated as a breach of contract under health and safety obligations.

|  |  |
| --- | --- |
| **Full Name of Organisation:** | **[To be completed by Tenderer]** |
| **A summary of the proposed works:** | The scope of this Framework Agreement comprises of the supply, design and installation of the replacement kitchen and bathrooms together with all associated electrical, plumbing, decoration and refurbishment, as necessary. |
| **Emergency Contact Email:** | **[To be completed by Tenderer]** |
| **Emergency Contact Number** | **[To be completed by Tenderer]** |

## Appendix 13 – Rules and Regulations for Hot Works

**Providers Acknowledgement Form**

|  |  |
| --- | --- |
| Name of Provider | /icons/ecblank.gif |
| Address of Provider/icons/ecblank.gif/icons/ecblank.gif/icons/ecblank.gif |

**We acknowledge receipt of the "Rules and Regulations for Hot Work" and agree to observe its contents when carrying out work for:**

|  |  |
| --- | --- |
| Name of employer | /icons/ecblank.gifTai Tarian  |
| Address of employer **Tŷ Gwyn Brunel Way Baglan Energy Park Neath SA11 2FP****/icons/ecblank.gif** /icons/ecblank.gif/icons/ecblank.gif |

**We also undertake to bring its contents to the attention of sub-contractors.**

|  |
| --- |
| **Signature** |
| **Date** | /icons/ecblank.gif |
| **Name** | **Title** |

**Rules and Regulations for Hot Work**

**Applicable to all operations involving flame, sparks, hot air or arc welding and cutting equipment, brazing and soldering equipment, blowlamps, bitumen boilers and other equipment producing heat or having naked flames.**

**1. General Precautions**

1. Hot works should only be undertaken where a safer method of working is not available.
2. Wherever possible, items to be subjected to hot work should be removed to a safe area designated for that purpose.
3. All hot work to cease 1 hour before the Provider leaves the premises
4. A trained person, not directly involved with the work, should provide a continuous fire watch during, and for at least 1 hour following the hot work, including a check 60 minutes after completion to ensure that the working area and all adjacent areas, including the floors below and above, and areas on the other sides of walls, screens, partitions and above false ceilings are free of smouldering materials or flames.

**2. Checklist before Hot Work Commences**

1. At least 2 suitable portable fire extinguishers should be available for immediate use within the area of hot work operations and all persons involved and undertaking fire watch duties be trained in their use. Any sprinkler protection should remain fully operational. Any automatic fire detection systems should be isolated only in the area where hot works is undertaken and only for the period of the work
2. Inspections should be made and combustible materials and flammable liquids should be removed from:
	* 1. an area within 10 metres of the hot work
		2. floors above and below, and areas on the other sides of walls, screens
		3. partitions which may be in danger of ignition either directly or from conducted heat
3. If there are any:
	* 1. combustible materials that cannot be removed
		2. holes, gaps in walls, floors or ceilings where sparks could pass through they should be covered by incombustible material.
4. Floors of combustible material in the designated area should be covered with sheets of incombustible protective material or wetted and covered with sand.
5. Where work is carried out on building panels, an assessment should be made on insulating or other materials behind or forming the core of the panels.
6. Allow adequate ventilation and ensure enclosed equipment such as tanks, vessels, etc., are emptied and tested to ensure that they are free of flammable or other dangerous materials.
7. Identify any gas pipes or other services adjacent to or below the area of hot work and isolate and protect them.
8. All persons carrying out the hot work and undertaking the fire watch should know how to raise the fire alarm and be aware of any emergency procedures
9. Confirm all other Providers/operators on site are aware that hot work is being undertaken, and that there is no application of paints or flammable solvent based chemicals

**3. Following completion of Hot Work**

1. All hot waste materials should be removed and disposed of safely
2. All equipment including gas cylinders, should be removed
3. Blow lamps and gas cylinders should only be fitted/changed in the open

**4. Final Check**

1. Maintain Fire Watch and regular inspections for a period of 60 minutes after completion of the hot work as specified under "General Precautions" in section one.

## Appendix 14 – Defect Rectification Periods

**TAI TARIAN DEFECT LIABILITY REPAIRING OBLIGATIONS AND TIMESCALES**

Reported defects are to be prioritised into a response time category depending upon the nature of the repair. Each category has a maximum time for the work to be completed. These times are measured from the date and time the defect is reported.

**Repair Priorities**

*Emergencies – Completion within 4 hours or 24 hours*

A repair is considered an emergency where there is a possibility of danger to life or limb or will cause major damage to the property. An emergency can be reported 24 hours a day, and some examples of emergency repairs are provided below. Following the response to the reported emergency, further works maybe required and will be categorised as urgent or routine repairs as appropriate.

|  |  |  |
| --- | --- | --- |
| **DEFECT** |  | **Tai Tarian** **Time Scale** |
| Total loss of electrical power |  |  4 Hours |
| Partial loss of electric power |  | 24 Hours |
| Unsafe power/lighting socket/electrical fitting(If possible danger of electric shock upgrade to 4Hr) |  | 24 Hours |
| Total loss of water supply |  | 24 Hours |
| Partial loss of water supply |  | 24 Hours |
| Total or partial loss of gas supply |  | 24 Hours |
| Blocked flue to open fire or boiler |  | 4 Hours |
| Total or partial loss of space or water heating between 1st May and 31st October  |  | 24 Hours |
| Total or partial loss of space or water heating between 1st November and 30th April |  | 4 Hours |
| Blocked or leaking foul drain/soil stack/toilet pan (where there is no other working w/c in the dwelling) |  | 24 Hours |
| Toilet not flushing (where there is no other working w/c in the dwelling) |  | 24 Hours |
| Blocked sink/bath/basin |  | 24 Hours |
| Tap which cannot be turned |  | 24 Hours |
| Leak from water pipe/heating pipe/tank/cistern |  | 4 Hours |
| Leaking roof  |  | 4 Hours |
| Insecure external window/door/lock |  | 24 Hours |
| Loose/detached banister/hand rail |  | 24 Hours |
| Door entry phone not working |  | 24 Hours |
| Defective mechanical extractor |  | 7 Days |

**Note**

The above list refers to works identified under the tenants Right to Repair Regulations Section 11 Repairs.

Other works from time to time will need to be issued as an emergency and depending on the nature of that work will be issued on either a 4 hour or 24 hour priority.

While it is not possible to list all such works the following criteria is provided as guidance for staff to determine the priority to be used.

 **4 Hour**

 Gas leaks and any other repair that if not made safe without delay may be or become a serious danger to life or limb or could result in major damage to the property.

 **24 Hour**

All other emergencies that need to be attended to that cannot be left to be assessed and/or attended to as an urgent 7 day job because of the threat of or likely hood of further damage or serious inconvenience to the tenants

***Urgent – Completion within 7 working days***

These are repairs that are needed to overcome substantial inconvenience or discomfort, to prevent immediate damage to the property or where there is a potential health or security risk.

***Non-urgent – Completion within 20 working days or included in a programme of works schedule***

These are repairs which do not cause tenants immediate inconvenience or pose any danger to occupants or the public.

Respond to notification of defects as follows:

1. Confirm in writing that the notification has been received.
2. Provide programme for auctioning defect.
3. Confirmation of completion of defect to be provided prior to the time scale deadline.
4. Feedback statement regarding cause and effect.

Note: If the Provider fails to meet the deadline and has not obtained prior agreement to an extension of the deadline, then Tai Tarian will resolve the defect with the cost then being deducted from the retention owing to the Provider.

## Appendix 15 – Code of Practice

**General**

The involvement of tenants in the work to be carried out in their properties is one of the cornerstones of Tai Tarian’s improvement works strategy. Tenants have an important role to play as they can provide valuable feedback on the quality of the work and the Providers’ customer care. A channel of communication between tenants, Providers and Tai Tarian's staff is an important tool to ensure works proceed smoothly and achieve their objectives.

Tenants should be involved before the work starts, kept INFORMED during the course of the work and, when it is completed, INVITED to comment through their resident’s association/area forum and individually through the use of satisfaction surveys.

**General Responsibilities**

1. The vast majority of maintenance/improvement work will be undertaken to tenanted properties. Providers must recognise the potential hazards and risks that they and the tenants may be exposed to. The Provider will inform the tenant and the officer supervising the works of the potential hazards and risks and take the appropriate action to ensure that the tenant, members of the public and all other persons (including the Provider and its employees) are protected.

2. The Provider will ensure that, when access arrangements have been made with the tenant, the Provider adheres to the agreed arrangements. If this is not possible then the Provider will attempt to contact the tenant to cancel the appointment and make alternative arrangements within a reasonable period of time.

3. The Provider must be insured against claims for damage to tenant’s possessions caused by its negligence. The Provider will notify Tai Tarian of any claims made by tenants on the day that they arise.

4. All employees of the Provider will be issued, by the Provider, with identity (ID) cards with a passport style photograph of the bearer, name, occupation, and name of the company which employs the person. The ID cards must be a type which can be affixed to overalls or works clothes. All employees will wear overalls or work clothes, suitable for the type of work they are engaged in, which are reasonably clean and presentable.

5. Employees of the Provider are not permitted to receive money, services or gifts of any manner from the tenants, nor are they permitted to keep the keys to any tenanted property for any period or for any reason.

6. Work must start on the date specified and be completed within a fixed period as agreed with the officer supervising the works prior to commencement.

7. No weekend working will be permitted unless prior permission is obtained from Tai Tarian. Work will not be permitted to start in the tenant’s home until 08.00am and must be finished by 16.30pm unless other arrangements are made in writing between the Provider and tenant.

8. Facilities for drinking water for the tenant will be maintained at all times. If terminated for the purpose of the work, reconnection should be as soon as possible.

9. The Provider should ensure that electricity, water and gas can be used at the end of each working day. Any alteration, need or provision should be by agreement with Tai Tarian and the tenant. The property should also be clear of all rubbish at the end of each working day.

10. Access to scaffolding must be prevented, to tenant’s children or unauthorised persons, by the Provider at all times. Ground level scaffolding adjacent to entrances must be covered by a protective sheet/tube covers. No scaffolding should be placed on neighbouring land unless proper negotiated, documented and licensed approvals and permissions are established in advance.

11. All of the responsibilities identified in 1 – 10 above shall apply where required to adjoining properties.

**Providers Responsibilities**

1. The Provider will protect all of the tenant’s possessions from damage during the works.

2. If applicable, the Provider will inform the tenant that the works involve a high level of noise and/or dust, and that the tenant must be prepared to accept a period of inconvenience.

3. The Provider will ensure that all works and all plant and materials are left neat, tidy and safely at all times, including the end of the working day, so that the tenants, or anyone else, are not placed in danger or inconvenienced.

4. The Provider will maintain the highest level of politeness and courtesy towards the tenant and members of the public at all times.

5. The Provider will ensure that its employees or sub-contractors do not smoke in or around the property, consume alcohol, use bad language or play any radios/audio equipment.

6. The Provider will inform Tai Tarian of any instance where a disagreement occurs between the Provider and the tenant and/or members of the public arising from the works.

7. The Provider/foreman/operative responsible for the works will carry a mobile telephone or message pager so that they can be contacted during working hours.

8. The Provider will provide to the tenant and Tai Tarian a contact number such that, in the event of any work related out of office hour emergency, both parties can make contact to ensure a response on site within 4 hours to effect a repair.

9. The Provider will keep a complaints log to record all complaints or compliments received from tenants together with a note of the action taken to remedy the complaint. Details of all complaints and action taken are to be notified to Tai Tarian at the earliest convenience and reported monthly to Tai Tarian.

10. The Provider will protect tenant’s plants, etc. from damage during the course of the work, or give the tenant sufficient warning so that the tenant can replant out of the way of the works.

11. Where the Provider wishes to use the tenant’s services an appropriate reimbursement will be made and notified to Tai Tarian prior to commencement of the work. Any reimbursement will be wholly the responsibility of the Provider. The Provider must prevent the unauthorised use of tenant’s telephones or services by its operatives.

12. If any post completion defect becomes apparent the Provider will commence to carry out a repair within 4 hours of receiving notification. The Provider will provide a facility for receiving reports of breakdowns from Tai Tarian’s contact centre during working hours and the Lifeline Emergency Service at all other times.

13. A full pre-commencement condition survey, including suitable evidential photographs, must be carried out. The survey should be to the satisfaction and signed acceptance of the tenant and Tai Tarian.

**Tenants Responsibilities**

Tenants have responsibilities to ensure works are carried out successfully and Tai Tarian expects tenants to contribute by:

1. Permitting access to their homes to allow the Provider to undertake the works by keeping appointments and allowing immediate access in an emergency.

2. Raising issues or complaints through the channels of communication set up for the purpose.

3. Taking responsibility for their children and pets at all times, taking precautions to prevent them tampering with equipment or disturbing improvement works in any way, informing the police and Tai Tarian of any incidences of vandalism to Providers’ equipment/compounds. If any tenant or a member of their household is found to be responsible for such acts of vandalism or theft, Tai Tarian retains the right to cease works in their property.

4. The tenant will be informed if they need to move or protect their belongings. The tenant should do this before the Provider arrives but let Tai Tarian know if they are having any difficulties arranging this. The Provider may help but Tai Tarian accepts no responsibility for any damage that happens while doing this.

5. Workers need the tenant to be in the home whilst the work is carried out. They may need to discuss with the tenant any problems that may arise. Also, Tai Tarian insist that they must not enter the property where the only person(s) at home is/are under 16 years old. This also includes outbuilding(s) and secured outside areas.

6. The tenant needs to make sure that the Provider can get on with its work safely. The tenant must keep any pets out of the way and keep children under control. Workers can refuse to work if they feel that their health or safety, or the safety of the tenant or the tenants family, is at risk.

**Signed on behalf of the Provider**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Appendix 16 – Form of Tender

To: Tai Tarian Ltd.

Tender for: Kitchen and Bathroom Upgrade Works Framework Agreement – Ref 001009

I/We having read the Form of Contract and Invitation to Tender document hereby offer to execute and complete in accordance with the contract terms and conditions and the whole of the works described, for the sums /rates set out in the Price Framework.

I/We undertake in the event of your acceptance to execute with you a formal contract embodying all the conditions and terms contained in this offer.

I/We agree that should obvious errors in pricing, or errors in arithmetic be discovered before acceptance of this offer in the Price Framework submitted by me/us, I/We will be given details in writing of such errors in pricing, or errors in arithmetic and afforded an opportunity in writing of confirming, amending or withdrawing our tender.

I/We understand that Tai Tarian Ltd does not bind itself to accept the lowest, most economically advantageous, or any other tender.

In consideration of the Tai Tarian Ltd checking and evaluating this Tender, I/We agree that this Tender remains open for acceptance for a period of 120 days, which shall be a binding contractual commitment on me/us.

I/We agree that unless and until a formal agreement is prepared and executed, the Tender, together with the Tai Tarian Ltd acceptance thereof in writing, shall constitute a binding contract between us.

|  |  |
| --- | --- |
| Total Tender Sum (excl. VAT): | £ |
| Dated: |  |
| Tenderers Name: |  |
| Address: |  |
| Signature: |  |
| Name: |  |
| Position Held: |  |

## Appendix 17 – Non-Collusion Document

To: Tai Tarian Ltd.

The essence of selective tendering is that the Client shall receive a bona fide competitive tender from all companies tendering. In recognition of this principle, I/we certify that this is a bona fide tender, intent to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement with any other person. I/We also certify that I/we have not done nor will not do at any time before the return date of this tender any of the following acts:

* 1. Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender; or
	2. enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; or
	3. offer or pay or give or agree to pay any sum of money 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 tender for the said work any act or thing of the sort described above.

In this certificate the word “person” includes any person and anybody or association, corporate or unincorporated and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

|  |  |
| --- | --- |
| Dated: |  |
| Tenderers Name: |  |
| Address: |  |
| Signature: |  |
| Name: |  |
| Position Held: |  |

## Appendix 18 – Tender Declaration

**When you have completed the ITT, please read, and sign the section below.**

I/We certify that the information supplied is accurate to the best of my/our knowledge and that I/we accept the conditions and undertakings requested in the Invitation to Tender. I/We confirm that we are willing and able to provide copies of all policies, statements and other documents referred to above, should Tai Tarian request to see them.

I/We declare that to the best of my/our knowledge the answers submitted in this ITT are correct. I/We understand that the information will be used in the process to assess the organisations suitability and I am signing on behalf of my organisation. I/We understand that Tai Tarian may reject this ITT if there is a failure to answer all relevant questions fully or if I/We provide false/misleading information.

I/We understand that false information could result in my/our exclusion from the tendering process.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any employee of Tai Tarian and that such action will empower Tai Tarian to cancel any Framework Agreement currently in force and will result in my/our exclusion from the tendering process.

|  |  |
| --- | --- |
| Dated: |  |
| Signature: |  |
| Name: |  |
| Position Held: |  |

**Before returning this ITT, please ensure that you have:**

• Answered all questions appropriate to your application.

• Attached relevant documents (clearly marked).