

**Invitation to Tender for the Provision of:**

Professional Estates Consultancy Services Framework

Contract Reference: UWTSD2526/231

**Document 1:** Tendering Information & Instructions

Issue Date : 08/08/2025

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# TENDER SUBMISSION CHECKLIST

|  |  |
| --- | --- |
| Review Documents 1, 2 & 3 to confirm scope of works / contract |  |
| Return Tender [Acknowledgement](#_Tender_Acknowledgement), in order to confirm intention to bid (Document 1) |  |
| Complete and Submit answers for Pre-Qualification Template included in Document 2 and Quality Submission answers (Appendix A, Document 2). *This includes the share code and/or file from the CDP.* |  |
| Completed Pricing Schedule and Additional Information (Appendix B, Document 2) |  |
| Complete the following Appendices C, D, E, F and G (Document 1) |  |
| Provide copies of Insurance Document (Required limits confirmed in Document 1) |  |
| Package and Submit Tender as per instructions provided. (Confirmed in Document 1) |  |

# TENDER ACKNOWLEDGEMENT

**Contract for the provision of: Professional Estates Consultancy Services Framework**

**Contract No: UWTSD2526/231**

Please complete the Tender Acknowledgement form to confirm your intention to bid. **The form must be submitted at least 2 days before the tender submission deadline.**

To access the form please [**click here.**](https://forms.office.com/e/fXfZ8dcRwL)

If you do not complete the form, the university cannot guarantee you will be included in the circulation of queries and responses issued by the University relating to this exercise.

**All questions, answers and clarification will be conducted via Sell2Wales.**

# Introduction

The University of Wales Trinity Saint David (UWTSD) Group and Pembrokeshire College wish to establish an Open Framework Agreement for the Provision of Professional Estates Consultancy Services. The Framework Agreement is divided into two (2) Lots:

• Lot 1 - General Project Management and Estates Consultancy Services

• Lot 2 – Property Consultancy Services

The Group intends to appoint a maximum of Eight (8) Consultants per Lot. The Framework Agreement will commence on **1st October 2025** for an initial period of four (4) years, with the option to extend for a further 4 years, giving a maximum duration of 8 years.

In line with the principles of openness and competition, there will be an opportunity for new suppliers to join the framework during year 3 and again in year 6.

The full requirement is set out in the Specification, which forms **Document 2.**

UWTSD’s approach to tendering is one of fairness and its primary objective is to achieve the Best Value for Money in the provision of its Services.

In pursuing the objective, UWTSD is seeking competition and will not show favour or disfavour to any of the tendering contractors.

# Completion of Tender

Your tender should comprise of the following documents: **you are not required to submit any other documents.**

**Appendix A – Your Quality Submission (refer to document 2)**

This Appendix forms part of the offer

**Appendix B – Pricing Schedule & any other Information required by UWTSD (refer to document 2).**

This Appendix forms part of the offer.

**Appendix C - Form of Tender**

Complete and sign the Form of Tender

**Appendix D – Alternative Proposals.**

Include under this Appendix any alternative proposals you wish to submit for consideration, and their costings. You are not required to complete this Appendix, but innovative proposals designed to provide the best value for money would be welcomed.

**Appendix E – Non-Collusive Tendering Certificate.**

Please sign, complete and return as evidence of non-collusion.

**Appendix F – Qualification of Contract.**

Include here details of any areas where you will not be able to comply with the Contract as set out in this Invitation to Tender. Qualifications should only be made if you cannot meet with the requirements of the Contract. If your tender is qualified, we reserve the right to reject it in total.

**Appendix G - Conflict of Interest Declaration**

Please use this declaration to confirm any actual, potential or perceived conflicts of interest involving trustees, offices and/or employees of the UWTSD Group.

# Tender Evaluation

UWTSD’s tendering process aims to ensure that the most suitable Contractor is selected for the project. Tenders will be assessed on the basis of both quality and price. Should UWTSD proceed, the Contract will be awarded to the Tenderer submitting the most economically advantageous offer assessed on the basis of quality and price proposals submitted in accordance with these instructions

Upon receipt of formal tenders, UWTSD will ensure that there has been full compliance with the Invitation to Tender, and all necessary information has been supplied. Information that has not been requested will not be considered. All relevant information requested in the tender documents and provided with the tender will be used in the tender assessment.

The University aims to follow the proposed timetable, but in the event of any delays, please do not contact UWTSD for updates or progression of your bid. Key communications will be issued by UWTSD via email when appropriate.

# Environmental, Social and Ethical Policy

UWTSD wishes to do business with suppliers who share the same core values in terms of sustainable development, social inclusion and equal opportunities, as well as key business values in their approach to fairness, honesty, efficiency and professionalism.

UWTSD will endeavour to select suppliers who are conscious of their environmental responsibilities and strive to produce environmentally sound goods and services.

# Mesur y Gymraeg (Cymru) 2011 / Welsh Language (Wales Measure) 2011

Mae’n ofynnol I Grwp Brifysgol Cymru Y Drindod Dewi Sant gydymffurfio â Mesur y Gymraeg (Cymru) 2011, sy’n rhoi statws swyddogol i’r iaith Gymraeg yng Nghymru. Yn unol â’r Mesur, mae Safonau Iaith wedi cael eu gosod ar y Brifysgol a rhaid i’r Brifysgol, ynghyd ag unrhyw barti arall sy’n gweithredu ar ran y Brifysgol, gydymffurfio’n llawn â’r Safonau perthnasol. Mae hyn yn cynnwys pob cytundeb trydydd parti neu bartneriaeth.

Mae’n ddyletswydd ar y Brifysgol i gynnig gwasanaeth Cymraeg a hyrwyddo defnydd o’r Gymraeg, ac felly mae’n hanfodol bod pob trydydd parti sy’n gweithredu ar ran y Brifysgol yn cynnig yr un ddarpariaeth, lle bo hynny'n briodol.

Gellir darllen Safonau Iaith y Brifysgol wrth ddilyn y ddolen hon: <https://www.uwtsd.ac.uk/cy/safonaur-gymraeg/>.

Os hoffech dderbyn y dogfennau tendro yn y Gymraeg, cysylltwch â [procurement@uwtsd.ac.uk](mailto:procurement@uwtsd.ac.uk). Gallwn ystyried cyflwyniadau yn Gymraeg, gan na fydd y rhain yn cael eu trin yn llai ffafriol na thendr a gyflwynir yn Saesneg.

The University of Wales Trinity Saint David Group are required to comply with the Welsh Language (Wales) Measure 2011, which gives the Welsh language an official status in Wales. In accordance with the Measure, the Welsh Language Standards have been imposed on the University and the University, along with any other parties acting on behalf of the University, must fully comply with the relevant Standards. This includes any third party agreement or partnership.

It is the University’s duty to offer a Welsh Language service and promote the use of the Welsh language, and therefore it is essential that all third parties acting on behalf of the University offers the same provision, where appropriate.

The University’s Welsh Language Standards can be read by following this link: <https://www.uwtsd.ac.uk/welsh-language-standards/>

If you wish to receive the tender documents in the Welsh Language, please contact procurement@uwtsd.ac.uk. We are able to consider submissions in Welsh, as these will be treated no less favourably than a tender submitted in English.

# Extended Producer Responsibility Regulations

Extended Producer Responsibility Regulations cover packaging, WEEE, batteries and cars in the UK. The EPR extends the producers’ responsibility to the post-consumer stage of a product life cycle and as a result, producers are now responsible for paying for the costs of collecting, transporting, recycling and responsibly disposing of these products and materials at the end of their life. If the organisation falls within the remit of the regulations, and/or is registered under the National Packaging Waste Database, all waste packaging produce as part of the contracted activities must be collected and recycled by the organisation, on behalf of UWTSD as part of the contract.

<https://www.gov.uk/government/collections/producer-responsibility-regulations>

<https://www.recycle-more.co.uk/business-zone/sustainability/extended-producer-responsibility>

# Compliance with the Procurement Act 2023

This tender opportunity is being published in line with the requirements of the Procurement Act 2023, which governs the way public sector procurements must be conducted.

The process has been designed to reflect the principles and obligations set out in the new legislation, ensuring transparency, fairness, and value for money throughout. All relevant procedures and documentation have been prepared to align with the Procurement Act 2023.

# Disclaimer

All information contained in this document together with any subsequent statements howsoever conveyed, in respect of this Tender process, is provided in good faith and given to assist you. However, UWTSD will not accept any liability in respect of the preparation or execution of your proposals, or any penalties / costs that you may incur thereof.

**Tenderers shall note that bids considered to be priced abnormally low shall be scrutinised to ensure that this is not as a result of a failure to understand the requirements of this Contract.**

# CONDITIONS OF TENDER

## Composition of Tender

**Contents of the Invitation to Tender**

The Tender is to be made strictly in accordance with the requirements of this Invitation to Tender which together with any addenda that are issued, are referred to as the Invitation to Tender.

**Enquiries concerning the Tender**

Any query in connection with the Tender or the Invitation to Tender shall be conducted through the Sell2Wales Portal.

The response by UWTSD as well as the nature of the query will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query. On no account before the Tender Date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation to tender unless UWTSD redirects the enquiry.

## Independent Tender

By submission of a Tender, the Tenderer warrants that:

* The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
* Unless otherwise required by law, the prices that have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be disclosed.
* No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.

## Modification by UWTSD

Any advice of a modification to the Invitation to Tender shall be issued at least six days before the Tender Date and shall be issued as an addendum to, and shall be deemed to constitute part of, the Invitation to Tender. If necessary, UWTSD shall revise the Tender date in order to comply with this requirement.

Except under exceptional circumstances no extension of time and date by which the Tender must be submitted will be granted.

## Preparation of Tender

The University of Wales Trinity Saint David will not be responsible for any costs or expenses incurred by the Tenderer in connection with either the preparation or delivery or in the evaluation of the Tender.

The Tender and all accompanying documents are to be in English. All details of the Tender, including prices and rates, are to remain valid for acceptance for 90 days from tender return date.

We are able to consider submissions in Welsh, as these will be treated no less favourably than a tender submitted in English.

## Currency of Tender

Tender prices shall be pounds sterling (£).

The University of Wales Trinity Saint David will not be responsible for any banking costs incurred by the Tenderer in receiving currency after conversion from Sterling.

## Delivery of Tender

The Tender must be submitted as per the below instructions, no later than **NOON**, on the **TENDER DATE.**

**Submit via: Sell2Wales Postbox**

**Tender Date: Noon, 15th September 2025**

**Tenders received that do not comply with this instruction will not be considered / evaluated.**

## Treatment of Tender

**UWTSD’s discretion.**

UWTSD does not undertake to accept the lowest tender, or part, or all of any tender, and the acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between UWTSD and the Tenderer. UWTSD reserves the right to accept any part or all of any tender or tenders at its sole discretion. No part of the tender submitted will be returned to the tenderer.

## Tender Evaluation Criteria

For full detailed requirements, refer to **Document 2: Specification.**

## Financial Standing and Resources

UWTSD wishes to ensure that supplies have the necessary financial standing and resources to meet their obligations throughout the duration of this contract. To ensure this, UWTSD will undertake a credit check on all organisations who submit a tender.

## UWTSD Contact Point

All questions, answers and clarifications will ONLY be conducted via Sell2Wales, although this will be co-ordinated by Heidi Davies, Procurement Manager, [Heidi.Davies@uwtsd.ac.uk](mailto:Heidi.Davies@uwtsd.ac.uk). Named individuals should not be contacted directly.

## Variations to Service and Price

The brief sets out the requirements of UWTSD. It is possible that during the life of the Contract, changes in the nature and volume of the work will arise. If so, written advice will be provided by the university to the Consultant, who shall in turn instigate any additional works or services as may be necessary in connection with services required under the Contract.

a) Where minor changes are required, the Consultant will be expected to respond without recompense unless it can be demonstrated that additional costs have been incurred.

b) Variations to the Specification of Services will be implemented by issuing written amendments.

## Combined Liability Insurance

It is a requirement of this Contract that the appointed Contractor should be insured against Employers Liability, Public Liability, and Professional Indemnity in accordance with the following schedule:

|  |  |
| --- | --- |
| **Employers Liability** | Limit of Indemnity - £10,000,000 |
| **Public Liability** | Limit of Indemnity - £5,000,000 |
| **Professional Indemnity** | Limit of Indemnity - £1,000,000 |

(UWTSD will only contract with an organisation that holds the required levels of insurance as set out above, or those who are willing to bring these levels into effect for the contract start date).

## Data Protection, Security, Ownership and Use of Data

All UWTSD data must remain in the control of UWTSD and the services supplied must comply with the Data Protection Act (2018) and from its entry into force on 25 May 2018 the General Data Protection Regulation (Regulation (EU)2016/679) (“Data Protection Law”) all suppliers will need to comply with these laws and regulations when handling its information assets and maintain confidentiality and security of data.

## Legal and Regulatory Requirements

UWTSD is required to operate within the legal and regulatory framework set out below and remains responsible for the management of its compliance with this framework at all times.

* General Data Protection Regulation
* Sarbanes-Oxley Act 2002 (USA)
* Health and Safety legislation
* Payment Card Industry – Data Security Standard compliance
* Financial Services legislation
* National and international standards e.g. ISO9001
* Consumer protection legislation

UWTSD expects suppliers to comply with these laws and regulations when handling its information assets.

The selection of appropriate, secure and effective suppliers is key to UWTSD’s business strategy. Suppliers are used not only to help with the running of an effective company but in many cases to deliver services directly to the customer, such as in the case of web hosting. Other suppliers play a major part in whether UWTSD is successful in reaching its objectives, for example in attracting sufficient visitors to its website.

Suppliers must not only deliver good products and services but also do so in a secure way that doesn’t put UWTSD and its customers’ data at risk. The time to evaluate whether a supplier can meet these requirements is at the tender stage before a contract is agreed and a service is put in place. This procedure is intended to ensure that sufficient actions are taken and research completed to reach a reasonable judgement about whether a potential supplier is desirable.

Any reports, notes of meetings, outputs, data, information and research findings will be property of UWTSD, all the rights pertaining thereto.

Potential Consultants must confirm in writing that they accept this ownership as part of their tender submission.

## Contract Documents

Any Contract which may result from this Invitation to Tender will be based upon your draft Contract which will have the following inserted, changed only in accordance with any agreement reached during the post-tender clarification and negotiation:

1. Appendix A - Tenderer’s Quality Submission.
2. Appendix B - The prices submitted in the Price Schedule of Tenderer’s Submission.
3. The Conditions of Contract as shown in Document 3 of the Invitation to Tender
4. The information in APPENDIX C, E, F & G. (In the event that a Contract is awarded on the basis of an alternative proposal submitted in Appendix D, the attached draft Contract will be amended as agreed by UWTSD).

## Additional Information

Please see the following documents for further information:

* UWTSD2526/231. Document 2, Specification Document.
* UWTSD2526/231. Appendix B - Pricing Schedule

# APPENDIX C - FORM OF TENDER

**UWTSD**

**(FOR THE ATTENTION OF: HEIDI DAVIES)**

**Date:**

Dear Sirs

**Contract for the provision of: Professional Estates Consultancy Services Framework**

**Contract No: UWTSD2526/231**

1. I / We have read the information provided in your Invitation to Tender and subject to and upon the Terms and Condition contained in Document 3 – Contract Documents, I / we offer to supply the services described in the said Contract documents in such manner as may be required.
2. **Terms and Conditions –** I / We agree that this tender and any Contract that may result therefrom shall be based upon the documents listed below, and that the buyer is the University of Wales Trinity Saint David.
   1. The Contract Documents as shown in Document 3.
   2. The prices to be inserted in the Contract shall be those shown in the Price Schedule of our Tender; or, if UWTSD selects an alternative proposal from **Appendix D,** then the prices shown in **Appendix D** pertaining to that proposal.
   3. In other sections of the Contract, information provided in **Appendix B** – Additional Information required by UWTSD, will be included.
   4. Any qualifications set out by us in **Appendix F** – Qualifications shall also apply, although we under that making a qualification may result in you disregarding our Tender in total.
3. In **Appendix D** – Alternative Proposals, I / we include alternative proposals, together with costings that we feel might provide better value for money for UWTSD than the required proposal. I / We do not wish to submit alternative proposals in **Appendix D** – Alternative Proposals.
4. The prices quoted in this Tender are valid for 90 days and I / we confirm that the Terms of Tender will remain binding upon me / us and may be accepted by you at any time before that date.
5. I / We note that the Contract shall be valid upon acceptance and signatures by both parties of the Contract Documents, and that the date of commencement of the provisions of services under the contract shall be **October 2025** unless an alternative date has been agreed and inserted in the Contract.
6. I / We agree that any Contract that may result from this Tender shall be subject to English Law.
7. I / We agree to bear all costs incurred by me / us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me / us prior to the award of any Contract.
8. I / We agree that any other terms or conditions of Contract or any general reservation which may be printed on any correspondence emanating from me / us in connection with this Tender or with any other Contract resulting from this Tender, shall not be applicable to this Tender or to the Contract.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Dated this | |  | day of |  | 2025 |
|  | |  |  |  |  |
| **Signature** | |  | | | |
|  | |  |  |  |  |
| Printed: | |  | | | |
|  | |  |  |  |  |
| In the capacity of | |  | | | |
| (Please state official position, for example, Director, Manager, Secretary, etc.) | | | | |  |
|  |  | |  |  |  |
| being a person duly authorised to sign tenders on behalf of | | | | | |
|  |  | |  |  |  |
| Tenderer's name: |  | | | | |
|  |  | |  |  |  |
| Telephone: |  | |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Email: |  |  |  |  |

# APPENDIX D - ALTERNATIVE PROPOSALS (VALUE FOR MONEY)

**Contract for the provision of: Professional Estates Consultancy Services Framework**

**Contract No: UWTSD2526/231**

Include here any alternative proposals you wish to submit for consideration, together with detailed costings.

# APPENDIX E - NON-COLLUSIVE TENDERING CERTIFICATE

**Contract for the provision of: Professional Estates Consultancy Services Framework**

**Contract No: UWTSD2526/231**

I / We certify that this is a bona fide tender(s), and that we have not fixed or adjusted the amount of the tender(s) by or under or in accordance with any agreement or arrangement with any other person. I / We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender(s) any of the following acts;

1. communicating to a person other the person calling for those tenders the amount or approximate amount of the proposed tender, except when the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotation required for the preparation of the Tender;
2. entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of the tender to be submitted;
3. offering or paying or giving or agreeing to pay or give 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 or proposed tender for the said work any act or thing of the sort described above.

I / We further certify that the principles described above have been, or will be brought to the attention of all Sub-Contractors, suppliers and associated companies proving services or materials connected with the Tender and any contract entered into with the Sub-Contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

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

I / We confirm that I / We accept that any breach of the conditions of the collusive tendering certificate will inevitably lead to the rescission of the Contract by the UWTSD.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Dated this | |  | day of |  | 2025 |
|  | |  |  |  |  |
| **Signature** | |  | | | |
|  | |  |  |  |  |
| Printed: | |  | | | |
|  | |  |  |  |  |
| In the capacity of | |  | | | |
| (Please state official position, for example, Director, Manager, Secretary, etc.) | | | | |  |
|  |  | |  |  |  |
| being a person duly authorised to sign tenders on behalf of | | | | | |
|  |  | |  |  |  |
| Tenderer's name: |  | | | | |
|  |  | |  |  |  |

# APPENDIX F - QUALIFICATION OF THE CONTRACT

**Contract for the provision of: Professional Estates Consultancy Services Framework**

**Contract No: UWTSD2526/231**

The Tenderer should submit details under this heading only if unable to comply with the Terms and Conditions indicated in the Contract documents as Part 4 of the Invitation to Tender.

# APPENDIX G - CONFLICT OF INTEREST DECLARATION

**Contract for the provision of: Professional Estates Consultancy Services Framework**

**Contract No: UWTSD2526/231**

It is the policy of UWTSD to address how issues of actual, potential or perceived conflicts of interest involving Your Organisation and representatives, and trustees, officers and employees of UWTSD should be identified, disclosed and managed. This form is designed to identify and disclose known conflicts in an effort to properly manage them.

|  |  |
| --- | --- |
| **Name of Organisation / Person** |  |
| **Position** |  |
| **Email Address** |  |
| **Telephone Number** |  |

**Do you wish to declare a conflict of interest. (please tick / confirm);**

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** |  |

|  |
| --- |
| **If yes, please provide details of the Conflict.** |
|  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Declaration completed by:** |  | **Signature:** |  |
| **Position:** |  | **Date:** |  |

To be completed by the UWTSD.

|  |  |  |  |
| --- | --- | --- | --- |
| **Action taken in response to Conflict.** | | | |
|  | | | |
| **Actions taken by:** |  | **Signature:** |  |
| **Position:** |  | **Date:** |  |