Open Invitation to Tender (ITT)

PART A: Information for Bidders

|  |  |
| --- | --- |
| Tender Title: | Sale of venison |
| Tender Reference: | ITT\_25111 |
| OJEU Reference:  (if applicable) | N/A |
| Date of Issue: | 15/9/2025 |

Gwahoddiad i Dendro

Dyddiad: 15 Medi 2025

Annwyl Gynigydd

**Teitl y Tendr:** Gwerthu cig carw

**Cyfeirnod y Tendr:** ITT\_25111

Fe’ch gwahoddir i gyflwyno tendr i gyflenwi’r anghenion uchod ar gyfer Cyfoeth Naturiol Cymru. Caiff y fanyleb lawn ei chynnwys yn Atodiad 1 (Pennu Manyleb) y gwahoddiad hwn i dendro (ITT).

Ar ôl darllen manyleb y tendr, os penderfynwch beidio â chyflwyno ymateb i’r tendr a wnewch chi roi gwybod inni’r rheswm/rhesymau pam. Er nad ydych dan unrhyw rwymedigaeth i wneud hyn, byddem yn gwerthfawrogi eich adborth gan y bydd yn ein cynorthwyo i wella ein proses marchnata yn y dyfodol.

Anfonwch yr holl ohebiaeth ac unrhyw gwestiynau sydd gennych ynglŷn â’r tendr yn ysgrifenedig trwy gyfrwng porth Sell2Wales yn unol â’r cyfarwyddiadau a nodir yn adran 5 (Ceisiadau am Eglurhad a Chyflwyno Ymateb i’r Tendr). Rhaid i bob cwestiwn/gohebiaeth nodi’n glir deitl a chyfeirnod y Tendr.

Rhaid ichi ddychwelyd eich ymateb i’r tendr erbyn yr amser a’r dyddiad a nodir yn adran 4 (Amserlen Caffael) y gwahoddiad hwn i dendro. Efallai y bydd eich ymateb i’r tendr yn cael ei wrthod os na fyddwn yn ei dderbyn yn y fformat a nodir erbyn y dyddiad cau hwn.

Croesewir gohebiaeth yn y Gymraeg a’r Saesneg. Fe fydd yr amserlen ar gyfer delio â cheisiadau yr un fath ar gyfer ceisiadau a dderbynnir yn y Gymraeg a’r Saesneg.

Edrychaf ymlaen at dderbyn eich ateb.

Yn gywir

Claire Evans

Uwch Cynghorydd

Invitation to Tender

Date: 15 September 2025

Dear Bidder

**Tender Title:** Sale of Venison

**Tender Reference No:** ITT\_25111

You are invited to submit a tender to supply the above requirement to Natural Resources Wales. The full specification is included in Annex 1 (Specification of Requirements) of this Invitation to Tender (ITT).

If, having read the tender specification, you decide not to submit a tender response please notify us of the reason(s) why. Although you are under no obligation to do this we would appreciate your feedback as it would assist us in improving our marketing process in the future.

Please direct all correspondence and any questions regarding this tender in writing via the Sell2Wales portal as per the instructions set out in section 5 (Clarification Requests and Tender Response Submission) of this ITT. Any questions/correspondence must clearly state the title and the reference number of the Tender.

Your completed tender response must be returned by the time and date stated in section 4 (Procurement Timetable and Key Contacts) of this ITT. Your tender response may be rejected if we do not receive it in the format stated by this deadline.

We welcome correspondence in both Welsh and English. The time-scale for dealing with applications will be the same for those received in both Welsh and English.

I look forward to receiving your response.

Yours faithfully

Claire Evans

Senior Advisor

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**Part A: Information for Bidders**

# 1. Introduction

1.1 This marketing exercise is being conducted by Natural Resources Wales (NRW). Natural Resources Wales is the largest Welsh Government Sponsored Body and is responsible for making sure that the environment and natural resources of Wales are sustainably maintained, sustainably enhanced and sustainably used, now and in the future.

Further information is available on NRW’s website: [What we do](http://naturalresources.wales/about-us/what-we-do/?lang=en)

1.2 The purpose of this Invitation to Tender (ITT) is to provide bidders with sufficient information to enable them to compile a comprehensive tender response that meets the requirements of the marketing exercise for the delivery of the goods, services or works described within this ITT and its annexes.

1.3 Bidders should read all the instructions contained within this ITT carefully before submitting a response, as failure to comply with any of the requirements may result in the rejection of the tender response.

1.4 This ITT may not be disclosed, copied, reproduced, distributed or passed by them to any other person at any time (other than external professional advisers operating under similar conditions of confidentiality).

# 2. Contract Details

2.1 This marketing process is being conducted in accordance with the Open procedure, pursuant to Regulation 27 of the Public Contracts Regulations 2015 (as amended).

2.2 NRW is seeking to award a contract for the sale of venison and a small quantity of wild boar. The full specification of requirements is at Annex 1 (Specification of Requirements) of this ITT.

2.3 The purpose of the requirement is for the sale of venison and a small number of wild boars which are a by-product of culling to protect NRW forests from deer impacts.

2.4 The location for the delivery of this requirement will be the 4 deer larders as specified in Part A annex 1, specification of requirements.

2.5 The duration of the contract will be 3 years.

There will be an option to extend the contract by up to a further 12 months.

The decision on whether to use the extension option(s) available will be at NRW’s discretion and the decision will be based on factors including but not limited to:

Any changes in NRWs business need depending on the circumstances.

# 3. Collection sites

3.1 The contract will consist of 4 collection sites as set out below and as mentioned in Annex 1 (*Specification of Requirements*) of this ITT.

|  |
| --- |
| **Description** |
| **Maesgwm, North Wales**   * Approximately 160 fallow deer produced per year, average weight 22kg. |
| **Radnor, Mid Wales**   * Approximately 175 roe deer produced per year, average weight 13kg * Very low numbers of muntjac deer produced per year, average weight 10kg. |
| **Itton, South East Wales**   * Approximately 250 fallow deer produced per year, average weight 24kg * Approximately 80 roe deer produced per year, average weight 13kg * Approximately 5 red deer produced per year, average weight 50kg * Approximately 50 muntjac deer produced each year, average weight 10kg * Very low numbers of wild boar, culled, weight various. |
| **Resolven, South Wales**   * Approximately 240 fallow deer produced per year, average weight 23kg * Approximately 15 red deer produced per year, average weight 50kg * Approximately 60 roe deer produced per year, average weight 13kg. |

# 4. Marketing Timetable and Key Contacts

4.1 The table below sets out the indicative dates of the programme timetable to be followed. However, NRW reserves the right to change the timetable at any time at its sole discretion. In the event that the timetable changes, all bidders will be advised of the revised timetable.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Issue of Invitation to Tender (ITT) | 15/9/2025 |
| Briefing day for bidders (optional) | N/A |
| **Clarification Deadline** - deadline for bidders to raise clarifications | 29/9/2025 |
| **Tender Response Deadline** - deadline for submission of tender response by bidders | 13/10/2025 |
| Evaluation of tenders | w/c 20th October 205 |
| Bidder presentation meeting (optional) | N/A |
| Standstill letters issued | N/A |
| Contract Award | End of October 2025 |
| Contract start date | 05/11/2025 |

4.2 All communication regarding this procurement process must be directed to the Senior Advisor named below via the e-procurement portal being used, see section 5 (*Clarification Requests and Tender Response Submission*).

|  |  |
| --- | --- |
| Senior Advisor | Claire Evans |

4.3 Under no circumstances should bidder’s directly contact any other NRW employee via any other method of communication to discuss this marketing exercise.

# 5. Clarification Requests and Tender Response Submission

5.1 Each bidder is invited to submit a full, detailed tender response to this ITT by completing the ***Part B: Bidder Response*.**

5.2 NRW intends to conduct this marketing exercise using the portal: Sell2Wales

5.3 Sell2Wales has overall responsibility for any technical queries including:

5.3.1. Access to the portal;Sell2Wales

5.3.2 Access to the online ITT and technical parameter documents via the portal; and

5.3.3 System advice and guidance

5.4 N/A

5.5 Any clarification requests relating to the contents of the ITT should be directed to NRW via the message portal in Sell2Wales. Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

5.6 Bidders must raise clarifications on the content of this ITT by the deadline set out in the timetable at section 4, paragraph 4.1 (*Marketing Timetable*). NRW is under no obligation to respond to clarification requests received after this deadline.

5.7 If NRW considers any clarification request to be of material significance, both the clarification request and NRW's response will be communicated to all bidders but details of the bidder submitting the clarification request will not be disclosed. Where a bidder considers that a clarification request or NRW's response to a clarification request will relate to commercially confidential information relevant only to the bidder and that this information should not be circulated to the other bidders, the bidder must include in the clarification request notification via the portal that the request is being submitted in "*commercial confidence*" and that the bidder does not consider that it should be circulated to the other bidders. The bidder must also then set out the reasons why this is considered to be the case. If NRW considers that in the interests of fair and open competition, it cannot respond to the clarification request on a confidential basis, it will notify the bidder and treat the clarification request as withdrawn. It will then be for the bidder to resubmit the clarification request without a confidential marking if the bidder still requires a response. If NRW considers that the request for a confidential response is justified, it will provide a response to the bidder but will not circulate the response to the other bidders.

5.8 Bidders must return their completed ***Part B: Bidder Response*** via the Sell2Wales system by the deadline set out in the timetable at section 4, paragraph 4.1 (*Marketing Timetable*). Late tender responses may, at NRW’s discretion, be excluded from the marketing process.

5.9 NRW reserves the right to extend the deadlines set out in section 4, paragraph 4.1 (*Marketing Timetable*) at its absolute discretion. Any extensions granted will apply to all bidders.

5.10 Bidders must read this entire document, and any instructions provided on the Sell2Wales portal before completing any part of this tender.

5.11 Bidder responses to questions must comply with the character count where specified. **Please note that any part of the bidder’s response which exceeds the stipulated character count will be disregarded and will not be evaluated.**

5.12 Bidders must include the following in their ***Part B: Bidder Response***, which must be submitted via the sell2wales portal:

5.12.1 A completed Selection Section. The bidder must complete all relevant questions in Part 1 (*Potential Supplier Information*), Part 2 (*Exclusion Grounds*) and Part 3 (*Selection Questions*) of the Selection Section. Tenders that do not meet these qualification criteria will not be evaluated further.

5.12.2 A completed Part 4 (*Quality Criteria*) of the Award Section. The bidder must complete the relevant questions in Part 4 for the Lot that they are bidding for.

5.12.3 A completed Part 5 (*Price*) of the Award Section. The bidder must complete the Pricing schedule in Part 5 for the Lot that they are bidding for.

5.12.4 A completed Part 6 (*Declaration of Bona Fide Tender*).

5.13 Unless required specifically to do so, bidders are not required to submit any other information. **Please note that any additional information supplied by bidders that was not requested will be disregarded**.

5.14 Tender responses (including all accompanying documents) may be submitted in English or Welsh. A tender response submitted in Welsh will be treated no less favourably than a tender response submitted in English.

5.15 To constitute a bona fide tender, it is essential that all information requested is duly completed and returned. Any details not provided or fully completed may result in the tender being rejected at the absolute discretion of NRW.

5.16 If any of the information supplied by bidders in response to the tender documents changes in the ensuing evaluation period, or thereafter, bidders must provide NRW promptly with full details in writing of the relevant changes. NRW reserves the right to evaluate the relevant changes/new information against the evaluation criteria as appropriate and reserves the right to exclude the bidder where the bidder no longer meets the requirements.

5.17 If after viewing the ITT package a bidder decides not to submit a tender response, NRW would be grateful if the bidder would supply reasons for not responding to the ITT. This can be done via the message portal.

5.18 Prices must be stated in Sterling (GBP) and be **exclusive** of VAT.

# 6. Tender Conditions and Contractual Requirements

This section of the ITT sets out NRW’s contracting requirements and the general tender conditions relating to this marketing process.

## 6.1 Application of these tender conditions

6.1.1 In participating in this markgtheting process and/or by submitting a tender response it will be implied that bidders accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be submitted on the basis of and strictly in accordance with the requirements of this ITT.

6.1.2 It is the bidder’s responsibility to ensure that any staff, consortium members, sub-contractors, and advisers abide by these tender conditions and the requirements of this ITT.

## 6.2 Terms and Conditions of contract

6.2.1 The standard terms and conditions of contract that apply for this requirement can be found at Annex 2 (*Terms and Conditions of Contract*) of this ITT. The terms of this ITT, the terms and conditions of contract contained in Annex 2 and the successful bidder’s tender response will form the basis of the Contract between NRW and relevant successful bidder.

6.2.2 In accordance with the requirements of the open procedure under Regulation 27 of the Regulations, **no amendments by bidders to the Terms and Conditions of Contract will be accepted after the tender submission deadline has passed**. All bidders will be required to confirm their unequivocal acceptance of the Terms and Conditions of Contract in their ***Part B: Bidder Response.***

6.2.3 Bidders who have a serious issue with specific clauses of the terms and conditions of contract must submit their suggested revision as a clarification request prior to the clarification deadline set out in section 4, paragraph 4.1 (*Marketing Timetable*) and in accordance with the procedures set out in section 5 (*Clarification Request and Tender Response Submission*). Where bidders have a serious issue with a particular clause NRW will consider, at its absolute discretion, whether the suggested revision would require an amendment to the terms and conditions. Any accepted revisions would be notified to all bidders by the re-issuing of the revised terms and conditions before the tender submission deadline.

6.2.4 Submitting a qualified, variant or caveated tender response or failing to provide unequivocal acceptance of the Terms and Conditions of Contract may result in the tender response being determined by NRW to be non-compliant, the tender response not being evaluated at all (or any further) and the tender response being excluded from any further participation in the marketing process.

6.2.5 The successful bidder(s) will be required to ensure that they are registered on Sell2Wales as a condition of the contract.

## 6.3 Information provided to potential bidders

6.3.1 Information that is supplied to bidders as part of this marketing process is supplied in good faith. The information contained in this ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but NRW will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. The exclusion does not extend to any fraudulent misrepresentation made by or on behalf of NRW.

6.3.2 Bidders are responsible for analysing and reviewing all information provided to them as part of this marketing process and for forming their own opinions and seeking advice as they consider appropriate. Bidders should notify NRW promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or in any of its associated documents and/or in any information provided to bidders as part of the marketing process.

## 6.4 Amendments to the ITT

6.4.1 At any time prior to the tender response deadline, NRW may amend the ITT. Any such amendment shall be issued to all potential bidders and if appropriate, to ensure potential bidders have reasonable time in which to take such amendments into account, the tender response deadline shall, at the discretion of NRW, be extended.

6.4.2 A Bidder’s tender response must comply with any amendment made by NRW in accordance with paragraph 6.4.1 or it may be rejected.

## 6.5 Confidentiality

6.5.1 All information supplied to the bidder by NRW, including this ITT and all other documents relating to this marketing process, either in writing or orally, must be treated in confidence and not disclosed to any third party (except to the bidder’s professional advisors, consortium members and/or sub-contractors strictly for the purposes only of helping them to participate in this marketing and/or prepare their tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

6.5.2 Bidders shall not disclose, copy or reproduce any of the information supplied to them as part of this marketing process other than for the purposes of preparing and submitting a tender response.

6.5.3 There must be no publicity by bidders regarding the marketing process or the future award of any contract unless NRW has given express written consent to the relevant communication.

6.5.4 This ITT and its accompanying documents shall remain the property of NRW and must be returned on demand.

6.5.5 NRW reserves the right to disclose all documents relating to this marketing process, including without limitation the bidder’s tender response, to any employee, third party agent, adviser or other third party involved in the marketing in support of, and/or in collaboration with, NRW. By participating in the marketing process, bidders agree to such disclosure by NRW in accordance with such rights reserved by it under this paragraph.

## 6.6 Freedom of information

6.6.1 The Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) apply to NRW. Bidders should be aware of NRW’s obligations and responsibilities under these Regulations to disclose information held by NRW. Information provided by bidders in connection with this marketing process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by NRW as a result of our obligations, unless NRW decides that one of the statutory exemptions under the FOIA or the EIR applies.

6.6.2 Information may be exempt from disclosure under FOIA where its disclosure would be likely to prejudice the commercial interests of any person but NRW can give no assurance as to whether information received from bidders in connection with this bid would be disclosed in response to a request made under FOIA.

6.6.3 In the event that such a request is received by NRW, NRW shall, in accordance with its obligations under the Code of Practice made under section 45 FOIA, consult with any party whose interests are likely to be affected by disclosure. However, NRW shall be responsible for determining at its absolute discretion whether any such information is exempt from disclosure in accordance with the provisions of the FOIA or EIR and whether any such information is to be disclosed in response to an information request.

## 6.7 Data protection

6.7.1 Tender responses are submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with NRW’s written instructions and will not use such personal data for any other purpose.

6.7.2 The contracted supplier will undertake to process any personal data on NRW’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

## 6.8 Right to cancel or vary the marketing process

6.8.1 By issuing this ITT, entering into clarification communications with potential bidders or by having any other form of communication with potential bidders, NRW is not bound in any way to enter into any contractual or other arrangements with any bidder or potential bidder.

6.8.2 It is intended that the remainder of this marketing process will take place in accordance with the provisions of this ITT but NRW reserves the right to abandon, terminate, suspend, amend or vary this marketing process at any time.

6.8.3 NRW will have no liability for any losses (direct or indirect), costs or expenses caused to bidders as a result of such abandonment, termination, suspension, amendment or variation.

## 6.9 Right to reject tender responses

6.9.1 A tender response or any other document requested by NRW may be rejected which:

1. Contains gaps, omissions, misrepresentations, error, uncompleted sections, or changes to the format of the tender documentation provided;
2. Does not reflect and confirm full and unconditional compliance with all of the documents issued by NRW forming part of the ITT;
3. Contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by NRW in any way;
4. Is not submitted in a manner consistent with the provisions set out in this ITT;
5. Is received after the tender response deadline.

## 6.10 Disqualification

6.10.1 NRW shall be entitled to reject a bidder’s tender response in full and to disqualify the bidder from this marketing process if they breach these tender conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by the bidder at any stage in this marketing process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling NRW to reject a tender response apply, and/or if the bidder or their appointed advisers attempt:

1. to inappropriately influence this marketing process;
2. to fix or set the price for goods or services;
3. to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
4. to enter into any arrangement with any other party (other than another party that forms part of the bidder’s consortium bid or is the bidder’s proposed sub-contractor) as to the prices submitted;
5. to collude in any other way;
6. to engage in direct or indirect bribery or canvassing by the bidder or their appointed advisers in relation to this marketing process; or
7. to obtain information from any of the employees, agents or advisors of NRW concerning this marketing process (other than as set out in these tender conditions) or from another potential bidder or another tender response.

6.10.2 By participating in this marketing process the bidder accepts that NRW shall have no liability to a disqualified potential bidder in these circumstances.

## 6.11 NRW's rights

6.11.1 NRW reserves the right to:

1. Waive the requirements of this ITT;
2. Disqualify any bidder that does not submit a compliant tender response in accordance with the instructions in this ITT;
3. Abandon the tender process in part (e.g. in relation to one Lot) or in its entirety;
4. Withdraw this ITT at any time, or re-invite tender responses on the same or alternative basis;
5. Choose not to award any contract agreement as a result of the current marketing process; and
6. Make whatever changes they see fit to the timetable, structure or content of the marketing process, depending on approvals processes or for any other reason.

## 6.12 Conflict of interest

6.12.1 NRW is required to take appropriate measures to effectively prevent, identify and remedy conflicts of interest so as to avoid the distortion of competition and to ensure equal treatment of bidders. Bidders are instructed to ensure that their potential appointment as a supplier/contractor to NRW has not and will not create any conflict of interest or any situation that might compromise or prejudice NRW’s duty to manage an open, fair, non-discriminatory and competitive marketing process.

6.12.2 Bidders are required to declare any known conflict or potential conflict of interest in relation to this marketing process and the means of resolving it in their ***Part B: Bidder Response***, section 3, question 3.1(g*) (Grounds for discretionary exclusion)*. Bidders should state:

1. If they (if an individual) or any of their directors, partners, shareholders, owners, officers, employees, agents or associates (if an organisation) are related or connected to any officer/employee of NRW;
2. If they are an ex-employee of NRW or they employ an ex-employee of NRW;
3. The exact nature of the actual or potential conflict.

6.12.3 Where a conflict of interest or potential conflict of interest is declared, NRW will assess whether this conflict is likely to result in a distortion of competition and will take appropriate measures to remedy such conflicts. The bidder will be given the opportunity to demonstrate that their involvement is not capable of distorting competition. NRW will assess the bidder’s representations and consider if a real risk of a conflict or distortion still exists.

6.12.4 In the event of an actual conflict or potential conflict arising at any other time during the marketing process, the affected bidder must promptly report the occurrence and the means of resolving it to NRW as soon as reasonably practicable.

6.12.5 Failure to declare any actual or potential conflict and/or failure to address such conflict to the reasonable satisfaction of NRW may result in a bidder being disqualified from this marketing process.

6.12.6 In the event that the conflict or potential conflict of interest cannot in NRW’s opinion be remedied, NRW reserves the right at its entire discretion to exclude the bidder from the marketing process.

## 6.13 Modification to tender response documents once submitted

6.13.1 Bidders may modify their tender response prior to the tender response deadline by giving written notice to NRW.

6.13.2 Any modification should be clear and submitted as a complete new tender response in accordance with the instructions provided in section 5 (*Clarification Requests and Tender Response Submission*) and these tender conditions.

## 6.14 Consortiums and subcontracting

6.14.1 Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of the requirement. For the purposes of this ITT, a significant role is where the economic and financial standing and the technical or professional ability of the consortium member or sub-contractor is referred to or relied upon in response to the ITT. The bidder’s response must enable NRW to assess the overall service proposed.

6.14.2 Bidders should note that in the case of a consortium approach not involving a prime contractor, NRW will require that the liability of the consortium members shall be joint and several.

6.14.3 NRW recognises that arrangements in relation to a consortia and sub-contracting may (within limits) be subject to future change. Bidders should therefore respond in the light of arrangements as currently envisaged. Bidders are reminded that any future change in relation to consortia and sub-contracting must be notified to NRW so that they can make a further assessment by applying the ITT qualification and award criteria to the new information provided.

6.14.4 Without any prejudice to paragraphs 6.14.1 - 6.14.3 above, NRW needs to ensure that any entity with which a contract is concluded meets the financial standing requirements in the ITT. Consequently, where a bidder intends to rely on the financial standing of other entities (whether parent companies, group companies or otherwise), full information must be provided about those entities.

6.14.5 Completion of this ITT provides a formal statement that the organisation making the statements has not breached any of the grounds for exclusion. Consequently, NRW requires all the organisations that the bidder will rely on to meet the qualification criteria to complete Part 1 (*Potential Supplier Information*) and Part 2 (*Exclusion Grounds*) of the ***Part B: Bidder Response***. For example, these could be parent companies, affiliates, associates or essential sub-contractors, if they are relied upon to meet the qualification criteria. This means that where bidders are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete both Parts 1 and 2. Sub-contractors that bidders rely on to meet the qualification criteria must also complete both Parts 1 and 2 (although sub-contractors that are not relied upon do not need to complete the self-declaration).

6.14.6 By submitting a tender response in connection with this marketing process, bidders confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable NRW policies relevant to the goods, services or works being supplied.

6.14.7 It is the bidder’s responsibility to ensure that all consortium members, proposed suppliers and sub-contractors are fully aware of all the technical, commercial and legal requirements relating to this marketing exercise.

## 6.15 Bid membership and eligibility

6.15.1 NRW must be notified in writing of any change in the control, composition or membership of a bidder that has taken place subsequent to the submission of the tender response.

6.15.2 NRW reserves the right to withhold approval for any such changes and to disqualify the bidder concerned from any further participation in the marketing process.

## 6.16 Tender validity

6.16.1 A bidder’s tender response must remain open for acceptance by NRW for a period of 90 days from the tender response deadline. A tender response not valid for this period may be rejected by NRW.

## 6.17 Tender costs

6.17.1 Bidders are responsible for obtaining all information necessary for the preparation of their tender response and for all costs and expenses incurred in preparation of the tender response.

6.17.2 By participating in this marketing process bidders accept that they will not be entitled to claim from NRW any costs, expenses or liabilities that they may incur in tendering for this marketing process irrespective of whether or not their tender response is successful.

## 6.18 Payment and invoicing

6.18.1 NRW will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the contract.

6.18.2 Suppliers to NRW must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors.

6.18.3 All invoices must contain a description of the goods/service supplied and be sent for payment to the Payments Team at: Natural Resources Wales by email to: [payments.wales@cyfoethnaturiolcymru.gov.uk](mailto:payments.wales@cyfoethnaturiolcymru.gov.uk) / [payments.wales@naturalresourceswales.gov.uk](mailto:payments.wales@naturalresourceswales.gov.uk)

6.18.4 Suppliers must quote a valid NRW purchase order number on all invoices. Invoices that do not quote a valid NRW purchase order number will be returned to the supplier.

## 6.19 Governing law

6.19.1 The laws of England and Wales (as applied in Wales) and the exclusive jurisdiction of the Courts of England and Wales shall apply to this ITT and, subject to applicable law, any dispute, including any non-contractual dispute arising therefrom.

# 7. General Regulatory and NRW Policy Information

This section of the ITT sets out NRW’s general policy requirements which bidders may need to take into account, where relevant, when preparing their tender response.

Where it is relevant to the subject matter of the contract, bidders may be asked, as part of their tender response, to provide evidence of how they will comply with these requirements.

## 7.1 Sustainability

7.1.1 NRW’s 7 Well-being objectives, as published in our Corporate Plan, demonstrate how we want to contribute to the goals set out in the Well-being of Future Generations Act (Wales) 2015. We will do this by pursuing the sustainable management of natural resources (SMNR) and applying its principles – our purpose as set out in the Environment (Wales) Act 2016. SMNR means looking after all natural resources in a way that ensures they will be available now, and for future generations.

7.1.2 In order to assist with delivering our Well-being objectives, NRW follows the principles of sustainable marketing. Sustainable marketing takes into account the economic, environmental and social impacts of purchasing. It allows NRW to meet its need for goods and services in a way that achieves value for money on a whole-life basis, and generates benefits not only to the organisation, but to society and the economy, whilst also considering the environmental impact.

7.1.3 NRW is also committed to working with suppliers in order that they can deliver contracts in the most sustainable way, and expects that suppliers consider this when applying for NRW contracts. NRW has achieved certification for ISO 14001 and seeks to encourage our suppliers to emulate these standards.

7.1.4 Suppliers/contractors may be excluded for proven non-compliance with relevant environmental or social legislation relating to professional misconduct including non-compliance with the requirements of the EU Timber Regulations; or for a poor track record on previous contracts involving environmental or social requirements.

## 7.2 Environmental policy

7.2.1 NRW’s Environmental Policy sets out the organisation’s commitment to minimise NRW’s environmental impact by, amongst other things:

* Reducing the amount of energy, water and resource NRW uses
* Minimising the amount of waste that NRW generates
* Minimising NRW’s use of harmful materials and preventing pollution
* Marketing goods and services from sustainable sources and encouraging NRW’s suppliers/contractors to improve their own environmental performance
* Minimising greenhouse gas emissions from all NRW operations and activities

7.2.2 All suppliers and contractors are encouraged to be aware of NRW’s Environmental Policy and demonstrate best environmental practices when supplying goods to or providing services on behalf of NRW.  Further information is available via the NRW website using the following link: [Environmental Policy statement](http://naturalresources.wales/about-us/corporate-information/managing-our-environmental-impact/?lang=en).

## 7.3 Ethical employment practices

7.3.1 NRW supports the Welsh Government’s commitment that workers in public sector supply chains are employed ethically and in compliance with both the letter and spirit of UK, EU, and international laws. NRW’s has published its [Modern Slavery Statement](https://naturalresources.wales/footer-links/modern-slavery-statement-2020-21/?lang=en) on its website.

7.3.2 NRW will seek to ensure that unlawful and unethical employment practices are eradicated from its supply chains and that all workers at every stage of the supply chain are treated fairly. We expect our suppliers to ensure that ethical working practices are employed in relation to their own workforce, sub-contractors and supply chains.

## 7.4 Living wage

7.4.1 NRW has become a Living Wage accredited employer, meaning that we pay all our employees the Living Wage and may take into consideration, where relevant, the Living Wage Policy when awarding any contracts and frameworks over £25,000.

7.4.2 As part of becoming accredited, NRW is required to encourage suppliers who work for us to also look into becoming accredited Living Wage employers.  Further information on how to do this can be found at [www.livingwage.org](http://www.livingwage.org)

## 7.5 Healthy travel

7.5.1 NRW is committed as a Healthy Travel Employer to supporting active and sustainable travel for our staff travelling for commuting and business, and we encourage our suppliers to consider doing the same. Further information can be found at [Healthy Travel Wales](https://www.healthytravel.wales/business.html)

## 7.6 Equality and diversity

7.6.1 NRW will always consider equality, diversity and inclusion when conducting marketing activities.  NRW requires all its suppliers to meet their duties under the Equality Act 2010.

7.6.2 All NRW’s suppliers and contractors are encouraged to be aware of its Equality, Diversity and Inclusion Policy when providing services to the public on behalf of NRW.  Further information is available on NRW’s website using the following link: [Equality and Diversity](https://naturalresources.wales/about-us/equality-and-diversity/?lang=en).

## 7.7 Welsh Language standards

7.7.1 NRW’s Welsh Language Standards state that contracts, agreements or arrangements with third parties, which relate to the provision of services to the public in Wales that would have otherwise been provided by us ourselves, will comply with the relevant parts of NRW’s Welsh Language Standards.

7.7.2 All NRW’s suppliers and contractors are encouraged to be aware of its Welsh Language Standards when providing services to the public on behalf of NRW.  Further information is available on NRW’s website using the following link: [Welsh Language Standards](https://naturalresources.wales/about-us/corporate-information/welsh-language-standards/?lang=en).

## 7.8 Health and safety

7.8.1 The health, safety and wellbeing of NRW’s employees, suppliers/contractors, volunteers, and people who use its resources is of the utmost importance to NRW. NRW will ensure arrangements are in place so that everyone remains healthy, well and injury free.

7.8.2 Suppliers/contractors may be excluded as part of the qualification evaluation for proven non-compliance with relevant health and safety legislation, or for a poor track record on previous contracts involving health and safety requirements.

# 8. Evaluation of Tender Responses

8.1 Following receipt of tender responses, NRW will undertake an overall compliance check of the tender responses to ensure that each tender response is complete and complies with the instructions contained in this ITT. Failure to submit a complete and compliant tender response may result in the tender response being excluded from the marketing process. A non-compliant tender response includes but is not limited to:

* A tender response that does not comply with the instructions in this ITT;
* A tender response that fails to provide all the information and documentation requested and required by this ITT; and/or
* A tender response that includes any additional documentation which has not been requested or permitted by this ITT.

8.2 Once the initial compliance check has been carried out, the evaluators will evaluate the tender responses in accordance with the evaluation criteria set out in this ITT and in the Evaluation Matrix at Annex 3.

8.3 The evaluation is split into two parts:

* The qualification evaluation; and
* The quality evaluation.

8.4 The evaluators will first carry out the qualification evaluation. If any bidder fails any element of the qualification evaluation, the rest of the bidder’s tender response will not be evaluated, and the bidder will not continue in the marketing process.

8.5 Bidders that pass all elements of the qualification evaluation will proceed to have their quality section and price section evaluated. The quality evaluation will be used to determine the most economically advantageous tender, in accordance with the criteria and weightings set out in Annex 3 (*Evaluation Matrix*) of this ITT.

8.6 Tender response evaluation will be carried out by an evaluation panel who have the appropriate technical knowledge to evaluate tender responses as determined at the absolute discretion of NRW.

8.7 Tender responses will be evaluated using a consensus scoring approach.

**Qualification Evaluation**

8.8 Parts 1, 2 and 3 of the Selection Section in the ***Part B Bidder Response***, has been designed to assess the suitability of a bidder to deliver the goods/services in accordance with NRW's requirements.

8.9 If a bidder fails any Part or question of the Selection Section, the rest of the bidder's tender response will not be evaluated, and the bidder will be excluded from the marketing process. If an organisation being relied on by a bidder to pass Part 1 and/or Part 2 of the Selection Section fails any Part or question of the Selection Section, the rest of the bidder's tender response may not be evaluated, and the relevant organisation and/or bidder may be excluded from the marketing process.

**Award Criteria**

8.10 The table below shows the overall quality and price ratios that apply to the award stage of this ITT:

|  |  |
| --- | --- |
| **Tender Award** | **Overall Ratio** |
| Quality Ratio:  Price Ratio: | 40%  60% |

8.11 NRW reserves the right in its absolute discretion not to appoint a successful bidder or to award the tendered Lot.

8.12 NRW will apply a standstill period which will commence the day after all the bidders have been issued with standstill letters. The standstill letters will contain the necessary evaluation feedback in accordance with Regulation 86 of the Public Contracts Regulations 2015.

**Quality Evaluation**

8.13 Every tender response will be scored using the following Scoring Model:

8.13.1 Evaluation of Scored / Weighted Criteria

The quality questions will be scored out of 100 using the scoring system below:

|  |  |
| --- | --- |
| **Score** | **Score Description** |
| **100** | **Excellent** - Overall the response demonstrates that the bidder meets all areas of the requirement and provides the areas of evidence requested in the level of detail requested; and/or adds additional relevant value. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement. |
| **80** | **Good -** Overall the response demonstrates that the bidder meets all areas of the requirement and provides the areas of evidence requested but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level of ambiguity due to the bidder’s failure to provide all the information at the level of detail requested. |
| **50** | **Adequate** - Overall the response demonstrates that the bidder meets all areas of the requirement, but not all the areas of evidence requested have been provided; and/or the bidder has included additional extras that are not relevant or not required. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder's failure to provide the evidence requested; or due to the bidder providing unnecessary extras. |
| **20** | **Poor** - The response does not demonstrate that the bidder meets the requirement in one or more areas and/or no evidence or only a small amount of the evidence requested has been provided. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement. |
| **0** | **Unacceptable** - The response is not compliant with the requirements of the question and/or the rest of the ITT, or no response has been provided. |

Important notes:

* "requirement or requirements" refer to both (i) the requirements explicitly set out in an individual quality question and (ii) any specification requirements which have been cross-referred to in an individual quality question.
* The evaluators are only able to award the scores set out in the table i.e. 0, 20, 50, 80 and 100. No intervening marking is permitted e.g. an evaluator could not award a score of 25.
* If a response meets only part of a 'Score Description' it will be marked the lower score which it fully satisfies.
* Individual scored questions may have a quality threshold that must be achieved. Bidders who fail to achieve the minimum quality threshold set and/or who fail to achieve the overall minimum score required, will be rejected.

**Calculations**

8.14 To make sure that the relative importance of the questions is correctly reflected in the overall scores, NRW have applied a weighting system to each section of the tender. These weightings are shown in Annex 3 (*Evaluation Matrix*) of this ITT.

8.15 The marks out of 100 allocated for each quality question will be multiplied by the relevant weighting to get a weighted score. The individual weighted scores for all questions are then added together to get the total weighted score for each bid. A formula will then be applied to the weighted scores so that a points percentage is awarded in proportion to the best quality score.

8.16 Once the total points have been calculated, an adjustment will be made to account for the overall tender quality ratio (see section 8.10 above). An example of this scoring methodology can be found in the table below:

|  |
| --- |
| **Quality Scoring Method** |
| **Example:**  Provider A = 90 (total weighted score)  Provider B = 65 (total weighted score)  Provider C = 35 (total weighted score)  Points Score Calculation:  Provider A = 100 (best score)  Provider B = 65 / 90 x 100 = 72.22  Provider C = 35 / 90 x 100 = 38.89 |
| **Total Score Adjustment (in this example the overall Quality Ratio is 30% of the total tender score)**  Provider A = 100 x 0.3 = 30%  Provider B = 72.22 x 0.3 = 21.67%  Provider C = 38.89 x 0.3 = 11.67% |

Part A, Annex 1 – Specification of Requirements – see separate Annex 1 to this Open ITT

Part A, Annex 2 – Terms and Conditions of Contract – see separate Annex 2 to this Open ITT

Part A, Annex 3 – Evaluation Matrix – see separate Annex 3 to this Open ITT