**Core Valley Lines (CVL) Transformation: Complex track works with associated level boarding works**

**C001270.00**

Request to Participate

Volume 1 – Instructions and Response Requirements

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Audience Tenderers

Confidentiality Confidential

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1. Introduction
   * + 1. Transport for Wales (TfW) (the Contracting Authority) is carrying out a procurement advertised in the Find a Tender Service] via Sell2Wales, under the Competitive Flexible Procedure of the Procurement Act 2023 to procure complex track works with associated level boarding works at Cardiff Queen Street and Cardiff Bay Railway Stations. The contract is for works under the TfW NEC4 ECC Option C – Build Only form of contract. The anticipated commencement date for the contract is w/c 2/03/2026. The anticipated end date for the contract is August 2027 (TBC).
       2. The Contracting Authority is procuring on its own behalf and on behalf of its Group. For the purposes of this document, “Group” means the Contracting Authority and any entity that directly or indirectly controls, is controlled by, or is under common control with the Contracting Authority.
       3. TfW is a not for profit company, wholly owned by the Welsh Government. TfW exists to drive forward the Welsh Government’s vision of a high quality, safe, integrated, affordable and accessible transport network that the people of Wales are proud of. It will also help to change the way we understand, plan, use and invest in transport in Wales.
       4. This document has been prepared to assist Suppliers in deciding whether to participate in this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
       5. This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
       6. The Authority reserves the right to issue updated versions of this document to Suppliers as and when the need arises, in order to reflect the corresponding stage of the Competitive Flexible Procedure, together with any changes to the Procurement or any other new information.
       7. The work scope is comprised of various track renewal schemes in the areas of Cardiff Queen Street Station and Cardiff Bay, the primary elements being the remodelling of Cardiff Queen Street and the doubling of the line to Cardiff Bay. The works are naturally linked through their geographical location and through the requirement to deliver the works in a dedicated extended track possession in early 2027.
       8. Outside of Cardiff Queen St and Cardiff Bay, there are other remaining track works across CVL (including Pontypridd Station) to be delivered including level boarding sites where design is yet to be completed. A number of these sites are likely to be delivered under this contract once the complexity of works and available access is confirmed post design completion.
       9. Upon review of these invitation to tender (ITT) documents, if there is any part that makes this opportunity unattractive or unachievable, please raise this as soon as possible in the procurement process for consideration by the Contracting Authority. If, as a result, any change(s) are made to the ITT documentation, this will be communicated to all tenderers via the process detailed in Section 3.
       10. Any requests for amendments to the terms & conditions of contract or specification should be sought during the clarification period of the procurement process. This is to allow the Contracting Authority time to consider any comments/amendments and respond to all tenderers as appropriate. Proposed amendments submitted post tender are unlikely to be accepted as the Contracting Authority may not be able to compare tenders on a like-for-like basis and any changes post tender could be perceived as giving an unfair advantage.
       11. In the event that tenderers believe that they are unable to submit a tender through the electronic system or require assistance or further information to be able to use the e-tendering process they should email [procurement@tfw.wales](mailto:procurement@tfw.wales) no later than four calendar days before the response deadline enable any technical queries to be investigated and resolved.
       12. In no circumstances will the Contracting Authority or its advisers, consultants, contractors, servants or agents and the like incur any liability or responsibility to tenderers arising out of or in respect of the issue of this ITT or any ITT documentation.
       13. Nothing in the ITT documentation shall be construed as legal, financial or tax advice to any tenderer.
       14. No person, other than the Contracting Authority’s procurement department/representative, has been authorised by the Contracting Authority to give any information or to make any representation on behalf of the Contracting Authority and, if any information or representation shall have been given or made, any such information or representation shall not be relied upon as having been so authorised.
       15. Any summaries or descriptions of documents or contractual arrangements contained in any part of the ITT documentation cannot be and are not intended to be comprehensive, nor any substitute, for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.
       16. Nothing in the ITT documentation (all volumes and/or additional/supplementary information) is, or shall be relied upon as, a promise or representation as to the Contracting Authority’s ultimate decision in relation to the award of the contract or decision not to award the contract.
       17. References to the ITT documentation shall include all information contained herein and any other information (whether written, oral or in machine- readable form) or opinions made available by or on behalf of the Contracting Authority, its advisers, consultants, contractors, servants or agents in connection with this ITT or the contract including, without limitation, any additional information made available by the Contracting Authority throughout this tender process.
       18. All information supplied by the Contracting Authority to tenderers (including this ITT and all other documents relating to the procurement process), whether in writing or orally, is supplied on condition that it (including the fact that the tenderer has received this ITT) be kept confidential by the tenderer. It must not be copied, reproduced, distributed or passed to any other person at any time (except to professional advisors, consortium members or subcontractors for the sole purpose of enabling the tenderer to submit a tender) unless the information is already in the public domain. Any tenderer which is unable or unwilling to comply with this requirement must destroy the ITT and all associated documents immediately and not retain any electronic or paper copies.
       19. Please read and ensure compliance with the Procurement terms and conditions contained in Section 7 - Other Terms and Conditions within this document.
       20. To arrange site visits please e-mail [procurement@tfw.wales](mailto:procurement@tfw.wales) referencing ‘TfW Complex Track Works Tender’
2. The Scope
   * + 1. Details of the scope can be found in the scope document appended in the additional attachments area. The authority reserves the right to issue further details and versions of the scope during the R2P stage and the Tender Stage.
3. The Procurement Process
   1. Documents

This is a competitive flexible tender (comprised of two-stages, a request to participate stage and a tender stage) advertised through an FTS compliant Tender Notice via the Sell2Wales portal inviting any interested parties to provide a response to this ITT via the sell2wales postbox facility.

The tender documentation has been uploaded to sell2wales portal directly for any potential tenderers to be able to download and respond to, comprising the following:

* + - * + Request to Participate - Volume 1 – Instructions and Response Requirements (This document)
        + Request to Participate - Volume 2 – Procurement Specific Questionnaire and Tender Questionnaire
        + ITT Volume 4 - Terms & Conditions/Draft Contract
        + Specification
      1. For the purposes of this procurement process the definitive version of each ITT document will be the latest version of each document issued by the Contracting Authority during the procurement process on the sell2wales portal. Previous versions of any such documents shall be deemed to be superseded by such latest version.
  1. Central Digital Platform
     + 1. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.
  2. Tender Queries and Communications
     + 1. Any tenderer queries and responses and any circulars that may be issued during the tender period are to be communicated exclusively via the Sell2Wales portal and will be managed by the Contracting Authority.
       2. The Contracting Authority will share tender queries and the responses with all tenderers via Sell2Wales, unless the tender query and/or the response, in the Contracting Authority’s opinion, is confidential or commercially sensitive to a particular tenderer.
       3. The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable or submitted via any means other than the Portal.
       4. Tenderers must ensure that any enquiries/clarifications raised via Sell2Wales are free of any identifiable information, such as their name or the name of their company. If the enquiry/clarification contains any identifiable information, the Contracting Authority may be unable to provide a reply.
       5. It is understood that tenderers may, to the extent that it relates specifically to their own proposals, consider that their request for clarification or enquiry is of a confidential nature and that to release the answer to all tenderers would reveal a commercially sensitive or innovative approach. If this is considered to be so by the tenderer, the following procedure shall be adopted:

if a tenderer believes that their request for clarification or enquiry is confidential then the request must be clearly marked as ‘Confidential’ and sent only to the following email address [procurement@tfw.wales](mailto:procurement@tfw.wales) If the Contracting Authority considers, at its sole discretion, that it is able to respond and answer the request for clarification or enquiry on a confidential basis then it will do so to the individual tenderer only;

if the Contracting Authority considers, at its sole discretion, that it is unable to respond to and answer the request for clarification or enquiry on a confidential basis, then the Contracting Authority will notify the tenderer of its decision and the tenderer will have the opportunity to withdraw their request for clarification or enquiry; and

if the tenderer does not wish to withdraw their request for clarification or enquiry, then the request for clarification or enquiry must be sent to the Contracting Authority again via the Sell2Wales portal and its response will be issued to all tenderers as per paragraph 3.4.

* + - 1. The Contracting Authority, at its sole discretion, reserves the right to notify all tenderers through Additional Information functionality on Sell2Wales of any issue, of a general nature, arising out any request for clarification or enquiry, which it considers would affect all tenderers.
      2. Any tender query that the Contracting Authority receives and subsequently issues to other tenderers will not identify the originator of the tender query. It is the responsibility of each tenderer to ensure that the way that a tender query is phrased does not inadvertently identify the tenderer.
      3. The Contracting Authority reserves the right to reject a tender query where to respond to it would involve prejudging the evaluation of any tenderer’s submission or would prejudice the authority’s commercial position.
      4. The absence of a response to any submitted query, whether submitted prior to the final date and time for queries set out in the indicative procurement programme in Section 6 or otherwise, shall not obviate any tenderer’s responsibility to submit a tender which complies with the ITT documentation and is not qualified or equivocal in any sense.
      5. The Contracting Authority shall not be responsible in any way to any tenderer as a result of any delay or failure in responding to any query or any decision not to respond to a query (either in full or in part) or to treat any query as commercially sensitive or not commercially sensitive.
      6. The Contracting Authority reserves the right prior to tender submission, to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated and must be accepted without reservation.
      7. Any such additional documentation shall be submitted to tenderers via the Sell2Wales portal. It is tenderers responsibility to check their mail boxes for this information.
  1. Interpretation
     + 1. Each of the ITT documents shall be interpreted using the interpretation provisions set out below or as the context may otherwise require.
       2. References in the ITT documents to “paragraph(s)”, “section(s)”, “Item(s)”, “Table(s)”, “Appendix/Appendices” and "Package(s)" shall refer to such “paragraph(s)”, “section(s)”, “Item(s)”, “Table(s)”, “Appendix/Appendices” and "Package(s)" of the ITT document in which that reference is made.
       3. Reference to any of the ITT documents, shall be a reference to the most recent version of that documentation, as amended from time to time by the Contracting Authority.
       4. Where used in the ITT documents, the words "include", "including", "such as", "for example" and "and the like", are to be construed without limitation.
       5. Headings and the contents lists are for convenience of reference only and do not affect the interpretation of the ITT documents.
       6. In the ITT documents, any reference to any Act of Parliament shall be construed as a reference to that Act of Parliament as from time to time amended, extended or re-enacted and is to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made or given under that Act of Parliament. Any reference to any statutory instruments, regulation or order shall be construed as a reference to that statutory instrument, regulation or order as from time to time amended, extended or re- enacted.
       7. In the ITT documents words importing the singular also include the plural, and words importing the masculine include the feminine and vice versa in all cases where the context requires.
       8. Any references in this ITT documentation to The Welsh Ministers shall also mean Transport for Wales at 3 Llys Cadwyn, Taff Street, Pontypridd, CF37 4TH, through which The Welsh Ministers are acting for this tender process.
  2. Contacts
     + 1. Contact with the Contracting Authority during the tender period should be made solely as per paragraph 3.4.
       2. Communications with other members of the Contracting Authority’s staff and advisers, other than as stated in paragraph 3.4 are not permitted unless otherwise instructed in writing by the Contracting Authority.
  3. Tender Deliverables
     + 1. Tenderers are required to complete and return the following:

|  |  |  |
| --- | --- | --- |
| **Volume** | **Deliverable** | **Attached** |
| 2 | Procurement Specific Questionnaire (PSQ) (including Conditions of Participation) Response |  |
| 2 | Pass/Fail Question Set |  |
| 2 | Appendix A - Form of Tender |  |
| 2 | Appendix B - Freedom of Information Declaration |  |
| 2 | Appendix C - Declaration of Non-Collusion |  |
| 2 | Appendix D - Declaration of Non-Canvassing |  |
| 2 | Appendix E - Declaration of Non-Conflict of Interest |  |
| 2 | Appendix H - Declaration of Prompt Payment |  |
| 2 | Any relevant attachments, appendixes or certificates to support and/or evidence responses in |  |
| 2 | Insurance details /certification and/or details of our insurances which would be obtained following contract award (including information on how we will obtain this insurance – e.g. a quote)] |  |
| 2 | JV or Consortium Agreement *(if applicable)* |  |

* 1. Response Deadline
     + 1. Tenders are to be returned via the Sell2Wales Postbox portal where tenderers are to upload their tender responses no later than the closing date and time of **12 noon on 15/10/25**.
       2. Tenderers shall be required to complete tender submissions and provide any other information in accordance with the conditions and requirements identified in this ITT documentation.
       3. Failure to comply with any such conditions and the like will entitle, but not oblige, the Contracting Authority to reject a tender unless such changes have been expressly agreed in writing by the Contracting Authority.
       4. All responses are held in the online portal until the closing date advertised, then they will be available for download by the Contracting Authority.
       5. Tenders are to be uploaded to Sell2Wales Postbox in the manner specified in ITT Volume 2.
       6. Tenderers are to ensure that that no commercial or pricing information is contained within Quality Response.
       7. Any tender submission received after the date and time identified in paragraph 3.26 will not be accepted for consideration by the Contracting Authority and will be rejected, unless the Contracting Authority is satisfied that late submission was caused by exceptional circumstances outside the control of the tenderer and that accepting the tender for consideration will not create unfairness for other tenderers or place the Contracting Authority in breach of the Procurement Act 2023.
       8. Any decision by the Contracting Authority to accept a tender after the date and time identified in paragraph 3.26 will be at the sole discretion of the Contracting Authority.
       9. It is each tenderer’s responsibility to ensure that all information required is supplied and is accurate. Any changes that could affect any of the answers provided must be notified to the Contracting Authority as soon as reasonably practicable.
       10. In the event that an agreement is entered into, the answers provided in tenders will be binding upon the tenderer and any misrepresentation within the answers provided may lead to termination of the agreement.
       11. No tenderer has any claim against the Contracting Authority, its subsidiaries or advisors or any other organisation sector for any cost or expenses incurred in completing this tender.
  2. Information Available to Tenderers
     + 1. While the ITT documents and any supplementary information provided have been prepared in good faith, they do not purport to be comprehensive or to have been verified by the Contracting Authority or its advisers.
       2. Neither the Contracting Authority nor its advisers will be liable or responsible for negligence or failure to exercise any degree of skill or care in connection with the production of the ITT documentation and the information provided or for any action taken by any tenderer as a result of this ITT documentation or the information provided therein.
       3. The ITT documents and any supplementary information provided to each tenderer during the procurement process are supplied without warranty and shall not be construed or deemed to form part of any contract subsequently awarded by the Contracting Authority.
       4. Notwithstanding any other provisions of the ITT documents and any supplementary information provided, the Contracting Authority will be under no liability for any error, misstatement or omission in such documents and information and none of such documents or information shall constitute or shall be deemed to constitute a contract or part of a contract between any Tenderer and the Contracting Authority.

1. Response Requirements
   1. Format and Content
      * 1. Tenderers must submit their tender in the form specified in this Volume 1 Instructions and Requirements. Failure to do so may render the tender non-compliant and it may be rejected.
        2. The tender submission, including any documents or other material forming part of the submission, must be written in English or Welsh.
        3. All financial information or data forming part of the tender submission must be submitted in GBP.
        4. Where official documents include financial data in a foreign currency, the tenderer shall provide a GBP equivalent as part of the tender submission.
        5. Any such GBP equivalent shall be certified as a “true and fair” equivalent by the tenderer and the relevant date of conversion declared.
        6. Tender submissions shall be submitted under the headings given and using the tables, form and certificates provided by the Contracting Authority in the ITT documentation and shall follow the order and numbering contained therein.
        7. Tender submission documents must not be password protected.
        8. Tenderers are to answer all questions.
        9. Documents shall not include any embedded objects which, if printed, appear as icons, rather than in full.
        10. Tenders shall not contain any attachments or text other than that requested, and the Contracting Authority reserves the right to disregard any information contained therein.
        11. The answer to each question shall be self-contained. Responses such as ‘see answer to question x’ are not acceptable, nor are responses which refer to or assume knowledge of existing arrangements.
        12. Tenderers should not assume that the evaluators have any prior knowledge of their organisation, its capabilities or the solutions it offers.
        13. Tenderers are reminded that their proposal should respond specifically to the requirements. Generic responses which do not take account of the specific requirements and circumstances are unlikely to achieve high marks.
        14. If at any stage it is necessary for a tenderer to make reference to documents or provide supplementary information such as CVs, or implementation plans to support their response, these must be submitted as attachments referenced in their response as an appendix.
        15. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of tenders specified in the ITT and tenderers will be notified via sell2wales. Any extension granted will apply to all tenderers.
        16. Tenders will be received any time up to the deadline stated above. Tenders received before this deadline will be unopened until the opening date.
   2. Transparency
      * 1. In line with transparency and procurement law under the Act, the Authority routinely publishes procurement details, including contract value, successful Supplier, payment compliance, and performance. The Authority may take steps to comply with these obligations without consulting Suppliers, and contracts will be published (subject to appropriate redactions) when required by the Act.
        2. Central government departments, executive agencies, and non-departmental public bodies report to bodies like the Cabinet Office and HM Treasury. The Authority may share Supplier documentation, including confidential or sensitive information, within the government.
        3. The Authority may disclose Supplier information on a confidential basis to third parties assisting in the evaluation of submissions, with the Supplier's consent.
   3. Participation Stage

**Procurement Specific Questionnaire (PSQ) (including Conditions of Participation) within ITT Volume 2: Tender Questionnaire**

* + - 1. The Procurement Specific Questionnaire (PSQ) is required to be completed and returned in accordance with the Procurement Timetable and instructions within this document. The Authority will also undertake a review of the completed PSQ with reference to any information held on the Central Digital Platform.
      2. Tenderers must achieve a “Pass” in Parts 1, 2 and 3 and 4 of PSQ, ITT Volume 2: Tender Questionnaire to be invited to Tender Stage.
      3. Please note if you are unable to provide sufficient evidence then you could be excluded from the Procurement process.
    1. **Procurement Specific Questionnaire Preliminary Questions (PQ1-PQ5)** 
       1. The Preliminary Questions of the PSQ of the ITT Volume 2 - Tender Questionnaire must be completed in full.

**Part 1: PSQ, ITT Volume 2: Tender Questionnaire**

* + - 1. Tenderers must submit up-to-date core supplier information on the Central Digital Platform and share this with information with the Contracting Authority via the Central Digital Platform (either a share code or PDF download). Transport for Wales will conduct a cross-referential check to ensure tenderers have fully completed the required information on the Central Digital Platform in relation to the tenderer’s unique identifier as stated in PQ2. This includes:
* Basic information
* Economic and financial standing information
* Connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies)
* Exclusion grounds information. Transport for Wales will review any mandatory or discretionary exclusions declared by the tenderer before assessing the tender. Additionally, Transport for Wales will check the debarment list to ensure that no tenderers responding to this ITT are listed.

**Part 2: PSQ, ITT Volume 2: Tender Questionnaire**

* Tenderers must declare the associated persons or intended subcontractors in relation to the ITT. Transport for Wales will conduct the same due diligence as described at paragraph 4.31.

**Part 3: PSQ, ITT Volume 2: Tender Questionnaire**

* + 1. **Part 3 A** and 3B: Conditions of Participation **(Pass/Fail)**

|  |  |  |
| --- | --- | --- |
| **No** | **Criteria** | **Weighting** |
| 3A.1 | Financial Capacity (Creditsafe check by TfW) | Pass/Fail |
| 3A.2 | Guarantor | Pass/Fail |
| 3A.3 | Insurance Levels | Pass/Fail |
| 3A.4 | Legal Capacity | Pass/Fail |
| 3A.5 | Technical Ability | Pass/Fail |
| 3A.6 | Experience of sub-contractor management | Pass/Fail |
| 3A.7 | Organisational standards | Pass/Fail |
| 3A.8 | Health and safety (including 3A8.1-3A8.5) | Pass/Fail |
| 3A.9  3A.10 | Environmental Management System  Environmental Policy | Pass/Fail  Pass/Fail |
| 3A.11 | Quality Management Policy | Pass/Fail |
| 3A.12 | Conflicts of interest: duty to identify | Pass/Fail |
| 3A.13 | Blacklisting | Pass/Fail |
| 3A.14 | Equalities training | Pass/Fail |
| 3A.15 | Welsh Language **NOT USED** | Pass/Fail |
| 3A.16 | Project Bank Account | Pass/Fail |
| 3A.17 | Apprenticeships | Pass/Fail |
| 3A.18 | Supply Chain Support | Pass/Fail |
| 3B.1 | Modern Slavery Act 2015 | Pass/Fail |
| 3B.2 | Armed Forces Covenant | Pass/Fail |
| 3B.3 | Steel Specific Questions | Pass/Fail |
| 3B.4 | Distorting Competition | Pass/Fail |
| 3B.5 | Supply Chain Management | Pass/Fail |
| 3B.6 | Health and Safety Policies | Pass/Fail |
| 3B.7 | Health and Safety Training: Supply Chain | Pass/Fail |
| 3B.8 | Carbon Reduction | Pass/Fail |

* + - 1. No 3A.1: As part of the tender process to ensure financial and economic stability of its supply chain the Contracting Authority will carry out financial checks using Creditsafe to assess credit scores. The Contracting Authority preferred minimum Creditsafe score is 40/100. For any tenderer scoring less than 40/100, the Contracting Authority reserves the right to investigate further (possibly to request further financial information), to award a pass or fail and reserve the right to exclude any tenderer from further participation in the procurement process, based on the findings.
      2. No 3A.2: If you indicate in your response to the PSQ that a financial guarantor will be provided (as you do not meet the required Creditsafe score described in paragraph 4.25, Transport for Wales will perform an assessment of the proposed financial guarantor’s economic and financial standing, again using Creditsafe data.
      3. No 3A.3: Tenderers must confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:
* Employer’s (Compulsory) Liability Insurance = £10m
* Public Liability Insurance = £10m
* Professional Indemnity Insurance = £10m
* Contractors All Risks Insurance = £10m
* Product Liability Insurance = TBC
  + - 1. If a tenderer cannot provide the documentation/certificates to support the insurance levels in paragraph 4.27, then it must provide confirmation that it will be prepared to supply the levels insurance if it is the successful tenderer.
      2. No 3A.4: Tenderers to confirm that they have, or will have by the award of the contract, the necessary human and technical resources, including systems and processes, to ensure compliance with the UK General Data Protection Regulation (GDPR) and the protection of data subjects’ rights, in addition to Cyber Essentials Certification Scheme requirements. Confirmation should include, but not be limited to, measures for data security, subject rights (access, rectification, deletion, portability), consent management, legal safeguards for data transfers outside the UK (if applicable), record-keeping of processing activities, and regular testing of these measures. A pass will be awarded if the tenderer provides sufficient confirmation and details demonstrating compliance with UK GDPR; failure to do so will result in a fail.
      3. No 3A.5: A Pass constitutes up to 3 examples provided that demonstrate your ability to deliver contracts of a similar nature and complexity to the requirement. If tenderers fail to provide contract examples, or if the examples provided do not demonstrate the ability to deliver contracts of a similar scale, nature, and complexity to the requirement, or if they cannot provide at least one relevant example, and do not offer a suitable explanation or justification for how they meet the technical ability requirements, this will result in a fail.
      4. No 3A.6: Tenderer to demonstrate how they have previously maintained healthy supply chains with a sub-contractor(s) and outline the procedures used to ensure their performance of the contract, particularly in relation to this procurement. A pass constitutes providing a clear and detailed description of the procedures for managing sub-contractors and ensuring their performance, if no information is provided, or if the response is insufficient or unclear, this will result in a fail.
      5. No 3A.7: Tenderers must provide details of how they meet the specified organisational qualifications or standards, or any equivalent standards that equal or exceed those requested. A pass constitutes providing clear evidence of meeting the specified qualifications or standards or demonstrating an equivalent that meets or exceeds the requirements, if no evidence is provided or if the response is insufficient, this will result in a fail.
      6. No 3A.8 (including 3A8.1-3A8.5): Tenderers must provide details of their existing arrangements for planning, implementing, and managing health and safety, with reference to their health and safety policies, including the protection of the public and workforce. A pass constitutes providing all required information, including clear evidence of the relevant policies, practices, and review processes, if any of the requested details are missing or insufficient, this would result in a fail.
      7. No 3A.9: Tenderers must provide confirmation of their Environmental Management System certified by a UKAS-accredited or national equivalent organisation. A pass constitutes answering ‘yes’ to this question. If any requested details are missing or insufficient, this would result in a fail.
      8. No 3A.10: Tenderers must provide confirmation of their Environmental Policy, demonstrating their organisation’s commitment to a programme of improvement. A pass constitutes answering ‘yes’ to this question. If any requested details are missing or insufficient, this would result in a fail.
      9. No 3A.11 Tenderers must provide confirmation of their Quality Management Policy, including Quality Management System operated that is certified by a UKAS-accredited or national equivalent third party against ISO 9001 or equivalent standard. Additionally, tenderers must confirm whether they have a documented quality management process and, if bidding on behalf of a consortium, they have processes in place to manage relationships. A pass constitutes answering ‘yes’ to this question.. If any requested details are missing or insufficient, this would result in a fail.
      10. No 3A.12 Tenderers must confirm whether they are aware of any conflicts of interest. A pass constitutes answering ‘no’ to this question, as is answering ‘yes’ with appropriate mitigations detailed. If the tenderer has identified conflicts of interest without any mitigation strategies, this would constitute a fail. If any requested details are missing or insufficient, this would result in a fail.
      11. No 3A.13 Tenderers must confirm whether they, or any connected person have been found to have employed the practice of ‘blacklisting’ in the last three years. A pass constitutes answering ‘no’ to this question, as is answering ‘yes’ with appropriate mitigations detailed. If the tenderer answers ‘yes’, and the contracting authority are content with the mitigations outlined, then this would also constitute a pass. If any requested details are missing or insufficient, this would result in a fail.
      12. No 3A.14 Tenderers must confirm whether their employees (including consortium members where relevant) that come into public contact or with client staff members receive equalities training. A pass constitutes answering ‘yes’ to this question. If any the tenderer submits ‘no response’, this would result in a fail.
      13. Tenderers should confirm that, if they are the prime contractor, they will comply with requirements to use a Project Bank Account, if required by TfW, as the primary payment method to sub-contractors. A pass constitutes answering ‘yes’ to this question. If any requested confirmation or any additional requested details are missing or insufficient, this may result in a fail.
      14. No 3A.17 Tenderers must confirm whether they will be supporting any apprenticeships and skills development through this contract. A pass constitutes answering ‘yes’ to this question. If any requested confirmation or any additional requested details are missing or insufficient, this would result in a fail.
      15. No 3A.18 Tenderers must confirm that they have a process in place to ensure their supply chain supports skills, development and apprenticeships. A pass constitutes answering ‘yes’ to this question. If any requested confirmation or any additional details are missing or insufficient, this would result in a fail.
      16. No 3B.1: Tenderers must confirm whether they are a relevant commercial organisation as defined by Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015. A pass constitutes confirming that the tenderer is a relevant commercial organisation. If the answer is yes, tenderers must also confirm whether they are compliant with the annual reporting requirements under Section 54 of the Act. A pass requires confirmation of compliance, and the provision of the relevant URL. A fail occurs if the tenderer is not compliant or fails to provide a valid explanation or URL.
      17. No 3B.2: For information only.
      18. No 3B.3: Tenderers must provide detail of steel specific supply chain management systems, policies, standards and procedures in place for contracts with a value greater than £3million or more. Tenderers must also provide details of previous similar projects as pertaining to steel supply and production. A pass constitutes providing detail required. If any requested details are missing or insufficient, this would result in a fail.
      19. No 3B.4: Tenderers must provide detail of any steps they take to ensure their supply chain does not distort competition as per Schedule 7 of the Procurement Act 2023. A pass constitutes providing a ‘yes’ and any detail required. If any requested details are missing or insufficient, this would result in a fail.
      20. No 3B.5: Tenderers must provide detail of their supply chain management policies, standards and procedures in place. A pass constitutes providing detail required with associated evidence. If any requested details are missing or insufficient, this would result in a fail.
      21. No 3B.6: Tenderers must provide confirmation that they take steps to ensure their supply chain has appropriate health and safety policies. A pass constitutes providing a ‘yes’ and any detail required. If any requested details are missing or insufficient, this would result in a fail.
      22. No 3B.7: Tenderers must provide confirmation that they take steps to ensure their supply chain provides appropriate health and safety training. A pass constitutes providing a ‘yes’ and any detail required. If any requested details are missing or insufficient, this would result in a fail.
      23. No 3B.8: Tenderers must confirm that they have a Carbon Reduction Plan that meets required standards as per the Technical standard for Completion of Carbon Reduction Plans (WPPN 06/21) and include further detail as per the contracting authority’s stipulated required standard. In addition, tenderers must confirm that their organisation is taking steps to reduce GHG Emissions and is committed to Net Zero by 2050. A pass constitutes providing a ‘yes’ for both parts of the question and any detail required. If any requested details are missing or insufficient, this would result in a fail.
      24. Tenderers must complete the following declarations as contained in the Appendices A, B, C, D, E and H of ITT Volume 2 – Tender Questionnaire.
          * Appendix A - Form of Tender
          * Appendix B - Freedom of Information Act 2000
          * Appendix C - Declaration of Non-Collusion
          * Appendix D - Declaration of Non-Canvassing
          * Appendix E - Declaration of Non-Conflict of Interest Certificate
          * Appendix H - Declaration of Prompt Payment Certificate
  1. Section 4 Pass/Fail Requirements
     + 1. Tenderers must pass all Pass/Fail questions in the Request to Participate Stage
       2. Qualitative scores for the pass/fail case study questions will be assessed against the scoring methodology set out in paragraph 5.20.
       3. Each question will be assessed on a pass/fail basis in the manner described in the accompanying guidance in ITT Vol 2.

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| **Ref** | **Criteria** | **Weighting** |
| 1 | Network Rail Principal Contractor License | Pass/Fail |
| 2 | RISQS Audit Codes (RICCL C.B.1 & C.B.2) | Pass/Fail |
| 3 | Demonstrable experience of delivering PL track and multiple S&C units within DWWP red-ranked complex work sites/possessions | Pass/Fail |
| 4 | Demonstrable experience of planning, ordering and managing Railway Engineering Trains and On Track Machines | Pass/Fail |
| 5 | On Track Plant equipment including 2 x Kirow cranes | Pass/Fail |
| 6 | Demonstrable experience of successfully collaborating with signalling (and other contractors) to develop staging strategies for complex remodelling works. | Pass/Fail |
| 7 | Demonstrable experience in delivery of Track Hand Back (NR/L3/TRK/1020) and AMP Process (NR/L2/MTC/089) | Pass/Fail |
| 8 | Demonstrable experience as Main Contractor in Entry into Service, in accordance with Network Rail standards | Pass/Fail |
| 9 | Demonstrable experience of construction only contracts, collaborating successfully with designers across all disciplines | Pass/Fail |
| 10 | Demonstrable experience and competence of Temporary Works management for complex staging and remodelling | Pass/Fail |
| 11 | Risk mitigation to historic and existing infrastructure | Pass/Fail |

* + - 1. The response to the whole of Section 3 in ITT Volume 2 – Tender Questionnaire should be no longer than the individual page counts described in the guidance for each question.
  1. Commercial Response
     + 1. The commercial response will not be required at this stage. The Commercial questionnaire will be issued to suppliers that have passed the request to participate stage.

1. Tender Assessment
   * + 1. The objective of the procurement process is to identify the Most Advantageous Tender (MAT) based on quality and price. This will be done at the tender stage.
       2. This stage is the request to participate stage, and will be scored on a Pass/Fail basis. Only those suppliers that pass the Pass/Fail questions and conditions will be invited to tender stage.
       3. The Tender stage, and its summary requirements are described at section 5.14.
       4. Only one tender (request to participate) is permitted from each tenderer. If more than one tender is submitted by a tenderer, the one with the latest time of submission prior to the deadline will be evaluated and the other(s) disregarded.
       5. Tenderers may not submit Variant Bids at this stage.
       6. The Contracting Authority will be entitled to require that particular aspects of a tender submission be clarified or supplemented by any tenderer, provided that this does not result in any changes to the basic features of the tender submission likely to distort competition or have a discriminatory effect. If the information submitted by the tenderer appears incomplete, erroneous, or missing documents, the Contracting Authority may request the supplier to clarify or complete the necessary documentation within specified timescales.
       7. Subject to paragraph 5.5 a tenderer will not be permitted to amend material elements of its tender submission beyond the latest date and time for submission of tender submissions identified in paragraph 3.26.
       8. Failure by any tenderer to provide information to the level of detail required by the Contracting Authority to make a fair and transparent evaluation of the tender submission may lead to the Contracting Authority rejecting a tender submission.
       9. The Contracting Authority reserves the right to mark down or exclude from further consideration any incomplete, non-compliant or ambiguous tender submission (or errors in any such tender submission). The Contracting Authority will also undertake verification or due diligence steps prior to entering into the Contract with the successful Supplier.
       10. The Contracting Authority’s decision on whether a tender submission is compliant, correctly completed and acceptable will be at the sole discretion of the Contracting Authority.
       11. The weightings for the Award Criteria are at this stage only pass/fail. Any and all suppliers that receive a pass at the request to participate stage will be invited to Tender Stage, where the Award Criteria will be:
           - Qualitive return: 40%
           - Commercial return: 60%
       12. In accordance with Section 23 of the Procurement Act 2023, the Contracting Authority reserves the right to refine or adjust the award criteria during the procurement process, as necessary, to ensure the most advantageous outcome. Any changes to the award criteria will be communicated transparently to all tenderers, ensuring equal opportunity to respond to revised criteria. Any amendments will comply with the relevant legal requirements and will not unfairly disadvantage any supplier.
       13. All tenders will be assessed in a consistent manner and all tenderers will be dealt with equally and fairly throughout the assessment process.
       14. The Authority reserves the right to amend the assessment process at the Contracting Authority’s discretion however, the provisional process is described below:

Participation Stage

* + - * + Preliminary check to verify that the submission is complete and compliant with the Contracting Authority’s instructions in the invitation.
        + Assessment of the Supplier’s submission against the pass/fail criteria
        + Notification of whether suppliers have passed the request to participate stage
        + Invitations to Tender stage sent to qualified suppliers
    1. Tender Stage
       - * Tender Stage documentation made available to qualified suppliers
         * Tender returns submitted by qualified suppliers
         * Quality proposals assessed against the award criteria
         * Assessment of the Supplier’s financial submission and how the Supplier’s price score will be calculated (including steps for handling abnormally low tenders as per section 19(3) to (5) of the Act).
         * Calculation of the overall score based on the Supplier’s Commercial (price) and quality submission.
         * Ranking of the Suppliers to identify the Most Advantageous Tender (including any tie-break mechanism if needed).
         * Notification process to inform Suppliers of the outcome of the assessment, including assessment summaries (as required by section 50 of the Act).
         * Verification or due diligence steps prior to entering into the Contract with the successful Supplier.
       1. This section reserves the right for the Contracting Authority to seek clarification from Suppliers where responses appear incomplete, or erroneous or specific documents are missing. We reserve the right to request Suppliers to submit, supplement, clarify or complete their information.
  1. Modifying your final tender
     + 1. Suppliers may modify their submitted final tenders prior to the submission deadline. The Authority will not open final tenders until after the submission deadline set out in the Procurement Timetable.)
  2. Quality Submission (Technical/Commercial Criteria) Assessment
     + 1. The responses in Section 3 of ITT Volume 2 will be assessed using the following marking scheme and weighted accordingly:

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| --- | --- | --- |
| 0 | * Either no response has been provided, the question has not been answered or the answer given clearly does not meet the minimum requirement. | No confidence |
| 2 | * An unacceptable response with serious reservations that has failed to provide the confidence that the proposal will meet the requirements. * No evidence has been submitted and any information and/or supplementary documentation is of an inadequate calibre indicating that the minimum requirements are very unlikely to be met. | Major  concerns |
| 4 | * A response that generates reservations and/or concerns. * Some evidence has been submitted and information and/or supplementary documentation is of a barely adequate calibre indicating that the minimum requirements are unlikely to be met * It lacks convincing detail and/or supporting evidence with risk that the proposal will not be successful in meeting all the requirements, and/or * The response is deemed too generic with the response not fully relevant to the question or the question is not fully responded to. | Moderate concerns |
| 6 | * A response that generally meets the requirements of the question and demonstrates a basic understanding of the requirements but lacks sufficient detail and/or relevant supporting evidence to enable/warrant a higher mark and/or it is deemed too generic rather than specific to the requirements, and/or generates minor reservations/ concerns regarding meeting the requirements. | Minor  concerns |
| 8 | * A response that meets the requirements with relevant detailed supporting narrative/evidence demonstrating a good understanding of the requirements and the Contracting Authority. * Very clear evidence has been submitted and information and/or supplementary documentation is of a very high calibre indicating that the minimum requirements are likely to be exceeded. * It is evident that there will be some added value. | Confidence provided |
| 10 | * A comprehensive, convincing and compelling response that fully meets the requirements indicating an excellent understanding of the requirements and the Contracting Authority. * Excellent evidence has been submitted and information and/or supplementary documentation leaves no doubt that the minimum requirements are likely to be exceeded substantially. * It is evident that there will be significant added value incorporating aspects that are unique to this service provider. | Absolute confidence provided |

* + - 1. Tenderers must achieve an overall Score of 6.00 out of 10.00, on all of the pass/fail case study questions, as described in ITT Vol 2.
      2. If the responses exceed this page limits specified in ITT vol 2, the information beyond the allowable page count may be disregarded.
      3. The Contracting Authority reserves the right to disregard any words or pages submitted beyond the stated word or page count.
  1. Commercial Assessment
     + 1. Price responses will be assessed at Tender stage, no prices are to be submitted at this stage.
  2. Post Tender Clarification
     + 1. At any time after the tender submissions have been received, as part of the checking, review and evaluation process the Contracting Authority shall be entitled to seek from any tenderer, clarification of any particular aspect of the tender submissions, including any omission or ambiguity. Clarification requests should specify clearly the point of ambiguity or the area in need of explanation to assist the Contracting Authority in providing a comprehensive response.
       2. Any tenderer may be required (at the sole discretion of the Contracting Authority) to clarify or supplement aspects of its tender submission or to confirm the commitments identified therein but only to the extent that this does not have the effect of modifying substantial aspects of the tender submission and does not distort competition or have a discriminatory effect. The Contracting Authority reserves the right to disregard requests for clarification that are deemed unclear, irrelevant, or do not relate directly to the Procurement process.
       3. Such clarifications or modifications shall be subject to evaluation in accordance with Section 5. Any clarification request made by a tenderer that is not deemed confidential will be communicated to all other tenderers to ensure transparency.
  3. Interviews
     + 1. The Contracting Authority may, but is not obliged to interview tenderers as part of the evaluation process.
       2. Interviews, if held, will be used to validate the pass/fail case study submissions. In the event that an interview does not support the case/study submission, the Contracting Authority may, but is not obliged to, seek written clarification from the tenderer.
       3. Scores for the Case Study questions may be adjusted down in the event that an interview does not validate, confirm or clarify the Case Study submission.
  4. Tender Acceptance
     + 1. The Contracting Authority reserves the right not to award a contract to make whatever changes it sees fit to the structure and timing of the procurement process (including issuing updates and amendments to the procurement documents and inviting bids on the same or an alternative basis) to cancel the procurement process in its entirety at any stage and, where it considers it appropriate to do so to award a contract for only part of the requirement or to make a direct contract award for only part of the requirement.
       2. The Contracting Authority is not liable for any costs resulting from the cancellation of this tender process or for any other costs incurred by those tendering for this contract.
       3. The Contracting Authority does not undertake to accept the lowest or any tender and reserves the right to accept the whole or any part of any tender submitted.
       4. The Contracting Authority expects to make a decision on which tenderer is to be awarded the contract within 90 calendar days of the latest date and time for submission of tenders.
       5. If the 90 calendar day period appears likely to be exceeded, the Contracting Authority will initially seek to negotiate an extension of that period with each tenderer. However, if this is not possible or delay appears likely to be excessive, the Contracting Authority shall be entitled to and may re-tender the work.
       6. Each tender must therefore remain open for acceptance for a minimum of 90 calendar days after the latest date and time for submission of tenders as identified in paragraph 3.26.
  5. Contract Assessment Summary, Standstill Period and Contract Award
     + 1. Following the evaluation of final tenders, the Authority will assess tenders based on the criteria set out in the Tender Notice. Where the Contracting Authority intends to award a contract, tenderers will be informed in writing of the outcome of the procurement exercise. A minimum standstill period will commence, as per relevant PA23 section.
       2. As part of the written notification, each unsuccessful tenderer shall be given a summary of the reasons why they were unsuccessful and an explanation of the characteristics and relative advantages of the successful tenderer’s tender. The Authority may disregard tenders that do not meet participation conditions, breach procedural requirements, or offer an abnormally low price that the Supplier cannot justify.
       3. Upon successful completion of the standstill period, the Contracting Authority intends to award the contract to the successful tenderer and a Form of Agreement will be prepared for signature by the Contracting Authority and the successful tenderer.
       4. No legal relationship or other obligation shall arise between any tenderer and the Contracting Authority unless and until a Letter of Acceptance has been issued by the Contracting Authority to the successful tenderer and any conditions precedent to its effectiveness have been fulfilled. Once the contract is awarded, the Authority will publish a Contract Award Notice and, where appropriate, provide a copy of the contract on the Sell2Wales within 30 days of entering into the contract.

1. Indicative Procurement Programme

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| --- | --- |
| **Activity** | **Indicative Dates** |
| Request to Participate Stage | |
| Issue Tender Notice via Sell2Wales | 19/09/25 |
| Issue of Request to Participate documentation on sell2wales | 19/09/25 |
| Optional Site Visit | 8th or 9th October |
| Clarification question deadline on sell2wales Q&A Function | 8/10/25 |
| Request to participate response submission deadline (using sell2wales postbox) | 15/10/25 |
| Participation Stage Assessment and scoring | w/c 20/10/25 |
| Notification of Request to Participate Stage outcome | w/c 20/10/25 |
| Tender Stage | |
| Invitations to Tender issued to qualified suppliers | 24/10/25 |
| Optional Site Visit | TBC |
| Clarification question deadline for Tender Stage | 5/12/25 |
| Deadline Date for Tender Stage Tender Submissions | 12/12/25 |
| Tender stage assessment and scoring | w/c 15/12/25 |
| Clarification Interview (if required) | Jan 2026 |
| Recommendation report and internal governance and approvals | Jan 2026 |
| Contract Assessment Summary, Standstill Period and Award Notification | Jan 2026 |
| Post Tender Award | |
| Contracts sent for signature | Feb/March 2026 |
| Mobilisation Meeting | Feb/March 2026 |
| On-site anticipated start date | June 2026 |

* + - 1. Tenderers shall note that the dates identified in the Indicative Procurement Programme are indicative only and may be subject to change at the sole discretion of the Contracting Authority.
      2. The Contracting Authority will notify each tenderer in writing of any such change as soon as reasonably practicable.

1. Other Terms and Conditions
   1. Procedural Requirements
      * 1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority’s sole discretion.
   2. Central Digital Platform
      * 1. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.
   3. Accuracy of Information
      * 1. The information provided in the ITT is provided by the Contracting Authority in good faith to assist the tenderer in preparing the tender. No guarantee is given that it is exhaustive or that any conclusion whatsoever may be drawn from it. Accordingly, the tenderer is required to investigate all matters relating to the preparation of this tender themselves, in order to ensure that the tender takes into account all matters and circumstances and is therefore fully comprehensive and inclusive.
        2. The tenderer must examine carefully and take into account all the ITT documents and ensure it understands and has complied with the conditions set out in this document. The tenderer shall satisfy itself as to the accuracy and sufficiency of the documents provided as part of the ITT.
        3. Tenderers shall immediately notify the Contracting Authority via Sell2Wales upon becoming aware of any ambiguity, discrepancy, error or omission in or between the ITT documents. The Contracting Authority shall, upon receipt of such notification, notify all tenderers of its ruling in respect of such ambiguity, discrepancy, error or omission. Such ruling shall be issued as “Tender Supplementary Information” via Sell2Wales and shall form part of the ITT documentation.
        4. Tenderers shall ensure they have full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Contracting Authority.
        5. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

* The Authority may exclude the Supplier from participating in this Procurement
* The Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act
* The Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages
* If fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list
  1. Tenderer’s Commitment
     + 1. In submitting a tender, tenderers undertake that:
          - in the event of their tender being accepted by the Contracting Authority and within an agreed number of days of being called upon so to do by the Contracting Authority, they will execute a formal agreement;
          - Tenders shall only be submitted on the basis that they are bona fide competitive tenders. It is therefore agreed that the Contracting Authority shall have the power to cancel the tender and to recover from the tenderer the amount of any loss arising from the cancellation if either the tenderer shall have offered or given or agreed to give any officer or member of the Contracting Authority any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure. The word “tenderer” for these purposes shall be deemed to include any and all persons employed by the tenderer, or who are purporting to act on the tenderer’s behalf whether the tenderer is aware of their acts or not;
          - they shall not communicate to any person other than the Contracting Authority the amount or approximate amount of the proposed tender;
          - they shall not disclose the terms and conditions of the tender to any other party;
          - they shall not have entered into any agreement or arrangements with any person as to the amount of any proposed tender or into any agreement or arrangements so that that person shall refrain from tendering; and
          - should their tender be unsuccessful, or should they decline to tender at any stage of the procurement process they will promptly destroy all tender documentation in their possession and confirm this in writing to the Contracting Authority.
  2. Unauthorised Alterations
     + 1. No unauthorised alterations, omissions or additions are to be made to any component of the tender documents.
       2. If any such unauthorised alteration, omission, or addition is made, or if any of these instructions are not fully complied with, the tender may be rejected.
  3. Confidentiality
     + 1. The tender must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender documents, other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.
       2. Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium.
  4. Sales Literature
     + 1. Tenderers shall not include any sales literature or promotional material with their submissions. Only material which is strictly relevant to the request for proposal shall be considered.
  5. Canvassing
     + 1. Except as provided for in these ITT documents, tenderers shall not approach staff of the Contracting Authority or their advisers with a view to providing information or clarification in respect of any part of its tender submission or attempting to support or enhance its prospect of being selected as the tenderer with the Most Advantageous Tender.
       2. Any such approach or attempted approach by a tenderer may lead to the tenderer's disqualification from this tender competition.
  6. Collusion and Corrupt or Illegal Practices
     + 1. The tenderer shall complete and return the Certificate of Prevention of Collusion and Corrupt or Illegal Practices included in the tender deliverables.
       2. Any tenderer who directly or indirectly canvasses the Contracting Authority concerning the award of the contract, or who directly or indirectly obtains or attempts to obtain information via their employees or agents concerning this procurement process shall be disqualified from further participation in the procurement process.
  7. Qualified Tenders
     + 1. Tenders must not be:
          - qualified;
          - conditional; or
          - accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenderers.
       2. Only tenders submitted without qualification strictly in accordance with these instructions will be accepted for consideration. The decision on whether or not a tender is acceptable will be final and the tenderer concerned will not be consulted. If a tender is excluded from further consideration the tenderer concerned will be so notified.

Form of Tender

* + - 1. The Form of Tender provided must be completed electronically or in ink and signed by or on behalf of someone duly authorised by the tenderer, scanned (if completed in ink) and returned together with all the information requested in the tender deliverables.
  1. Tender Acceptance
     + 1. Tender documents received other than strictly in accordance with the foregoing instructions may not be considered.
       2. No tender shall be amended after it has been received and prior to acceptance, except to correct bona fide errors agreed and endorsed as such by an authorised officer or agent of the Contracting Authority.
  2. Period of Validity
     + 1. Tenders must be submitted on the basis that they shall remain open for acceptance for a minimum of 90 calendar days from the date fixed for the submission of tenders.
       2. If the 90 calendar day period appears likely to be exceeded, the Contracting Authority will initially seek to negotiate an extension of that period with each tenderer. However, if this is not possible or delay appears likely to be excessive, the Contracting Authority shall be entitled to and may re-tender the work.
  3. Post Tender Discussions
     + 1. The Contracting Authority may issue post-tender clarifications for the purpose of clarifying the content of tenders. All tenderers will be treated equally in this regard.
  4. Requirements on Sub-Contractors and Consortium
     + 1. If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier’s exclusion from the Procurement.
  5. Conflict of Interest
     + 1. Any conflict or potential conflict of interest of a tenderer shall be fully disclosed to the Contracting Authority as soon as such conflict or potential conflict becomes apparent or should have become apparent to any such tenderer.
       2. In the event of any conflict or potential conflict of interest, the Contracting Authority will, at its absolute discretion, decide on the appropriate course of action.
       3. Each tenderer (including any advisors, consultants or sub-contractors and the like) shall ensure that its participation in this tender event and its entering into the contract does not and will not, create any conflict of interest, or any situation that may compromise the Contracting Authority’s duty to manage an open, fair, non-discriminatory and competitive tender process and the Contracting Authority’s interests generally.
       4. Any such conflict or potential conflict shall be reported in writing to the Contracting Authority immediately.
       5. The declaration of a potential conflict of interest may not necessarily result in automatic disqualification of a tenderer and/or rejection of a tender.
       6. The Contracting Authority will assess the likelihood of any conflict or potential conflict affecting this tender event, taking into account the tenderer’s proposal for dealing with the conflict, in deciding whether or not to consider the Tenderer ineligible to continue its participation in this tender event.
       7. It if appears to the Contracting Authority that the conflict or potential conflict will have such an effect, the Contracting Authority will discuss the matter with the tenderer and seek to agree a method for dealing with the conflict or potential conflict.
       8. In the event that agreement is not reached on terms acceptable to the Contracting Authority, the tenderer may then be excluded from further consideration in this procurement process.
       9. The Contracting Authority’s decision in relation to this section shall be final.
  6. Conflict assessments
     + 1. The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.
  7. Freedom of Information
     + 1. Any information submitted to the Contracting Authority may need to be disclosed and/or published by the Contracting Authority.
       2. Without prejudice to the foregoing generality, the Contracting Authority may disclose information in compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure, unless it can be determined that all or part of that information can be withheld as a result of one or more of the exemptions in the relevant legislation.
       3. The decisions of the Contracting Authority in the interpretation of the relevant legislation shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms, subject to determination of an appeal against any agreement or refusal to release any information by the Information Commissioner.
       4. Further, the Contracting Authority may also disclose all information submitted to it to the Senedd or United Kingdom Parliament or any other department, office or agency of His Majesty’s Government in Wales or the United Kingdom, and their servants or agents.
       5. When disclosing such information to either the Senedd or the United Kingdom Parliament it is recognised and agreed by tenderers that the Contracting Authority shall, if it sees fit, disclose such information but is unable to impose any restriction upon the information that they provide to Members of the Senedd, or Members of the United Kingdom Parliament.
       6. Accordingly, if a tenderer considers that any of the information included in its tender submission or any other communication shall be commercially sensitive/confidential, it shall identify such and explain (in broad terms) what harm might result from disclosure and/or publication.
       7. Notwithstanding such, even where a tenderer has indicated its information is commercially sensitive/confidential, the Contracting Authority may disclose this information where it is deemed appropriate.
       8. The Contracting Authority may:

publish, on the Welsh Government and/or Transport for Wales websites, the names and contact details of organisations that have been issued with the ITT; and

disclose such information to the media.

* 1. Dispute

The Courts of England & Wales shall have exclusive jurisdiction in relation to any disputes arising from this procurement process. The Law of England and Wales shall be applicable to this procurement process.

* 1. Material Change in Circumstances
     + 1. Each tenderer shall immediately to bring to the Contracting Authority’s notice any material change in the financial or other circumstances of the members of its organisation, including its joint venture members or consortium members as relevant.
  2. Equal Opportunities
     + 1. The tenderer shall operate an equal opportunities policy and warrants that this policy shall comply with all relevant obligations.
       2. If any Court or tribunal or the Commission for Racial Equality should make any finding of unlawful discrimination against the tenderer, then the tenderer shall take all necessary steps to prevent reoccurrence of such unlawful discrimination.
       3. The Contracting Authority may require the tenderer to provide full details of the steps taken to prevent such reoccurrence as aforesaid.
       4. The tenderer’s equal opportunities policy shall be set out in any instructions circulated to those members of the tenderer’s employees concerned with recruitment training and promotion and in relevant documentation available to its employees and others and in its recruitment advertisements and other relevant literature and the tenderer may be required to provide the Contracting Authority with copies of such instructions documents advertisements and other literature.
  3. Anti-competitive Behaviour
     + 1. Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
       2. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
       3. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

1. Tender Response Checklist

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|  | **Quality Submission *(zip folder)*** | | a |
| 1 |  | Procurement Specific Questionnaire (PSQ) (including Conditions of Participation) |  |
|  | Pass/Fail Questionnaire |  |
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|  | **Mandatory Supporting Information *(zip folder)*** | | **a** |
| 3 | A | Form of Tender (including Authority of Tender Signatory) |  |
| B | Executed Declaration of Non-Collusion Certificate |  |
| C | Executed Freedom of Information Act 2000 Certificate |  |
| D | Executed Declaration of Non-Canvassing Certificate |  |
| E | Executed Declaration of Conflict of Interest Certificate |  |
| F | Executed Declaration of Prompt Payment Certificate |  |
| G | Signed copy of JV or Consortium Agreement (where relevant) |  |
| H | Our insurance details /certification and/or details of our insurances which would be obtained following contract award (including information on how we will obtain this insurance – e.g. a quote)] |  |

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