



Internal Refurbishment at 2 Burley Place

Vale of Glamorgan Council

Reference Number: VOG/RB/12/9/25

Open Procedure

Tender Deadline:

13th October at 12:00:00(noon)

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SUMMARY OF KEY ITT DETAILS AND DEFINED TERMS

CONTRACTING AUTHORITY	Vale of Glamorgan Council
SELL2WALES REFERENCE	VOG/RB/12/9/25
CONTRACT DESCRIPTION:	The Contracting Authority wishes to appoint one sole provider(s) to deliver the Internal and External Refurbishment Works to 2 Burley Place, St Athan, Barry CF62 4LB
INSURANCE REQUIREMENTS	<p>Mandatory Requirements</p> <p>Public Liability – Minimum £10 million per claim</p> <p>Employers Liability – Minimum £10 million per claim</p> <p>[Professional Indemnity – Minimum £1 million per claim]</p>
PERIOD OF CONTRACT:	The Contract will be awarded for a fixed term of 16 weeks
DATE/TIME FOR TENDER RETURN:	Tenders to be returned no later 12 noon on Monday 13 th October 2025 via the Sell2Wales Portal. Any Tenders received after this deadline may not be considered.
PROCURING OFFICERS:	All dialogue / correspondence during the tender process must be submitted via the "messages" tab on the Portal. The deadline for clarifications is at 12:00:00 (noon) on Monday 6 th October 2025. any questions submitted after this deadline may not be considered.
SUBMISSION INSTRUCTIONS:	<p>Tenders must be submitted via the e-tendering tool Sell2Wales no later than 12 noon on Monday 13th October 2025. Tenders may be submitted at any time before the closing date. Tenders received before this deadline will be retained unopened until the closing date.</p> <p>Paper or e-mail copies will not be accepted; all Tenders must be submitted online via the completion on the Portal. Failure to do so will render the Tender response non-compliant and it will therefore be rejected.</p>

A1 DEFINED TERMS

A1.1 In this ITT, the following words and phrases have the meanings set out against them:

"Act"	the Procurement Act 2023 (as amended from time to time)
"Assessed Tender"	a Tender which was submitted in respect of this Procurement and assessed for the purposes of determining the most advantageous tender and was not disregarded by the Contracting Authority in the assessment of tender.
"Assessed Tenderer"	a Tenderer who submitted an Assessed Tender.
"Assessment Summary"	the assessment summary to be provided to Tenderers in accordance with section 50 of the Act containing information about the Contracting Authority's assessment of (a) the Tender and (b) if different, the most advantageous tender submitted in respect of the Contract.
"Associated Person"	a person that the Tenderer is relying on in order to satisfy the Conditions of Participation (but not a person who is to act as guarantor).
"Central Digital Platform" or "CDP"	means the online system established and which may be accessed on www.gov.uk/find-tender .
"Conditions of Participation"	the conditions that the Tenderer must satisfy to be awarded the Contract as set in accordance with section 22 of the Act, as set out in the Procurement Specific Questionnaire.
"Connected Person"	<p>in relation to the Tenderer, any of the following:</p> <ul style="list-style-type: none"> (a) a person with "significant control" over the Tenderer (within the meaning given by section 790C(2) of the Companies Act 2006); (b) a director or shadow director of the Tenderer; (c) a parent undertaking or a subsidiary undertaking of the Tenderer; (d) a company which: <ul style="list-style-type: none"> (i) became insolvent and ceased to trade, (ii) before it ceased to trade, carried on the same or substantially the same business as the Tenderer, (iii) has transferred all or substantially all of its assets to the Tenderer, and (iv) had at least one director or shadow director who is or has been a director or shadow director of the Tenderer; (e) any other person who it can reasonably be considered stands in an equivalent position in relation to the supplier as a person within paragraph (a) to (d);

	<p>(f) any person with the right to exercise, or who actually exercises, significant influence or control over the Tenderer; and</p> <p>(g) any person over which the Tenderer has the right to exercise, or actually exercises, significant influence or control.</p>
"Contract Award Notice"	a notice setting out the Contracting Authority's intention to enter into the Contract published in accordance with section 50 of the Act.
"Contract Details Notice"	a notice setting out that the Contracting Authority has entered into the Contract published in accordance with section 53 of the Act.
"Contract Performance Notice"	a notice published in accordance with section 71 of the Act.
"Contract"	The contract intended to be awarded to the successful Tenderer, to be substantially in the form of terms and conditions of contract appended in Section F of this ITT.
"Contracting Authority"	[Vale of Glamorgan Council]
"Core Supplier Information"	means the information described at regulations 10 to 13 (inclusive) of the Regulations and provided via the Central Digital Platform.
"Debarment List"	a list kept by a Minister of the Crown for the purposes of section 62 of the Act setting out suppliers who have been entered on to that list together with the relevant debarment information
"Discretionary Exclusion Ground"	a discretionary exclusion grounds as set out in Schedule 7 of the Act.
"Excludable Supplier"	as set out in section 57(2) of the Act.
"Excluded Supplier"	as set out in section 57(1) of the Act.
"Invitation to Tender" or "ITT"	this invitation to tender for the Requirement, including its appendices;
"Mandatory Exclusion Ground"	a mandatory exclusion grounds set out in Schedule 6 of the Act.
"Open Procedure"	the procedure set out in section 20(2) of the Act.

"Planned Procurement Notice"	a notice published in accordance with section 15 of the Act setting out the Contracting Authority's intention to publish a Tender Notice.
"Portal"	Sell2Wales.
"Preliminary Market Engagement Notice"	a notice published in accordance with section 17 of the Act stating that Contracting Authority intends to conduct, or has conducted, preliminary market engagement.
"Procurement Specific Questionnaire" or "PSQ"	The procurement specific questionnaire which can be found on Sell2Wales.
"Regulations"	means the Procurement (Wales) Regulations 2024 (as amended)
"Requirement"	the Vale of Glamorgan Council is the Contracting Authority and wishes to procure works , details of which are set out in the Specification and "Requirements" shall be construed accordingly;
"Services"	the Services to be procured pursuant to this Procurement as further set out in this ITT and the Specification.
"Specification"	the specification contained within this ITT at Section G against which Tenderers are required to submit a Tender response to the Contracting Authority's Requirements.
"Sub-Contractors"	means a third party organisation the Tenderer intends to form a contract with to deliver all or part of the Contract.
"Tender Notice"	the notice published on CDP in accordance with section 19 of the Act that the Contracting Authority intends to awards a public contract.
"Tender(s)"	tender responses made by Tenderers to this ITT in accordance with its terms and "Tender" shall be construed accordingly;
"Tenderer Clarification"	a question asked by a Tenderer in accordance with section D5.
"Tenderers"	those organisations who have expressed interest in providing the Requirement.
"Treaty State Supplier"	a supplier that is entitled to the benefits of an international agreement as set out in Schedule 9 of the Act in relation to this Procurement Process.
"United Kingdom Supplier"	a supplier based or mainly funded from the United Kingdom, a British Overseas Territory or a Crown Dependency.

SECTION B BACKGROUND

B1 THE CONTRACTING AUTHORITY

B1.1 Vale of Glamorgan Council

B2 THE PROCUREMENT PROCESS

B2.1 This ITT has been issued by the Contracting Authority via the CDP in connection with a competitive procurement that is being conducted in accordance with the Open Procedure pursuant to section 20(2)(a) the Procurement Act 2023.

B2.2 Tenderers should read these instructions carefully before completing the ITT documentation. In submitting a Tender response, Tenderers confirm that they have read and understood the contents.

B2.3 Failure to comply with these requirements for completion and submission of the Tender response may result in the disregarding and exclusion of the Tender.

B3 PROCUREMENT TIMETABLE

B3.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Contracting Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	ESTIMATED DATE(S)/TIME
Tender Notice published on CPD and issuing of Invitation of Tender	Friday 19 th September 2025
Deadline for Tenderer Clarifications (via /Sell2Wales)	12.00 noon on Monday 13 th October 2025
Target date for responses by the Contracting Authority to Tenderer Clarifications	12.00 noon on Monday 13 th October 2025
Closing date for submission of Tenders ("Tender Return Date")	12.00 Noon on Monday 20 th October 2025
Evaluation of Tenders	Monday 20 th October 2025 – Friday 21 st November 2025
Notification of award to each Assessed Tenderer and Assessment Summaries issued to all Assessed Tenderers	Monday 24 th November 2025
Contract Award Notice published and commencement of standstill period	Monday 24 th November 2025
Expiry of standstill period	Thursday 4 th December 2025
Estimated Contract Award Date	Friday 5 th December 2025

STAGE	ESTIMATED DATE(S)/TIME
Estimated Contract Start Date	W.C 12 th January 2026
Publication of Contract Details Notice	Within 30 days of the date the Contract is entered into

B3.2 The Contracting Authority may in its absolute discretion extend the Tender Return Date specified above. Any such extension will apply to all Tenderers.

B3.3 Tenders must be received before the Tender Return Date specified above. Tenders are advised not to leave the completion of the information on the Portal until close to the Tender Return Date, especially where a large number of documents or documents with a large file size are required to be uploaded.

B3.4 Tenders must be successfully submitted by Tenderers via the and successfully received no later than the Tender Return Date. The Contracting Authority will not consider any Tender response received after the Tender Return Date and failure of any Tenderer to do so will mean that such Tenderer will not be permitted to participate further in this procurement process.

B3.5 Tenders received before the Tender Return Date will be retained and not opened until after the Tender Return Date.

B4 WORKS

B4.1 This ITT is issued to Tenderers for the provision of the Internal and External Refurbishment Works to 2 Burley Place, St Athan, Barry CF62 4LB (the "Contract") to Vae of Glamorgan Council

B5 SPECIFICATION

B5.1 The Specification can be found at **Section G Specification** of this ITT.

B5.2 Tenderers should ensure that they have read and fully understood the Specification prior to submitting a Tender. By submitting a Tender, Tenderers are representing and warranting that they are capable of performing the requirements and obligations set out in the Specification (the contents of which shall be contractually binding on the successful Tenderer).

B6 CONTRACT DURATION

B6.1 The period of any ensuing Contract awarded will be an initial term of 16weeks.

B6.2 Subject to the procurement exercise progressing successfully in accordance with the Contracting Authority's indicative timetable set out in section B3 of this ITT it is anticipated that the Contract will become operational circa 12th January 2026.

B7 ESTIMATED CONTRACT VALUE

B7.1 The estimated value of the Contract (being the maximum amount the Contracting Authority could expect to pay under the Contract, including the value of Works, if any option to supply additional Works were exercised and/or if any option to extend or renew the term were exercised) is £174,459.08 (inclusive of VAT).

B7.2 Details of current/anticipated expenditure or potential future spend are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. They should not be

interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of the Contract.

B8 CONTRACTING AUTHORITY'S CONTACT DETAILS

- B8.1 Unless stated otherwise in this ITT or in writing from the Contracting Authority, all communications from Tenderers (including their sub-contractors, consortium members, consultants, and advisers) during the period of this procurement exercise must be made through the Portal.
- B8.2 All communications should include the name, contact details and position of the person making the communication.
- B8.3 Other than the Procurement Officer(s) making responses through the Portal, no Contracting Authority employee or member of the Contracting Authority has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
- B8.4 The procuring officer for this Tender is **Roland Bago**.
- B8.5 All dialogue / correspondence during the tender process must be submitted via the Portal.

B9 CONTRACT DOCUMENTS

- B9.1 Any resulting Contract will consist of:
- B9.1.1 the terms and conditions;
 - B9.1.2 the Schedule of Works
 - B9.1.3 the tender documents;
 - B9.1.4 the successful Tenderer's submission.
- and will be subject to the laws of England and Wales.
- B9.2 Any contract award will be conditional on the contract being approved in accordance with the Contracting Authority's internal procedures and the Contracting Authority.
- B9.3 The Contracting Authority will not enter into any negotiations regarding the terms and conditions of the Contract.
- B9.4 In the event that a Tenderer has any concerns or queries in relation to the Contract, they are permitted to submit a Tenderer Clarification in accordance with the provisions of this ITT by the deadline set out in B3. Following such clarification requests, the Contracting Authority may (at its entire discretion) decide to issue a clarification change to the Contract that will apply to all potential Tenderers.

B10 LOTS

- B10.1 This Procurement **is not** divided into lots.

B11 THIS PROCUREMENT HAS NOT BEEN DIVIDED INTO LOTS AS SUCH DIVISION IS NOT REQUIRED FOR THE SUCCESSFUL EXECUTION OF THE CONTRACT. THE PROCUREMENT WILL BE CONDUCTED THROUGH AN OPEN PROCEDURE, WHICH ENSURES FULL COMPETITION AND EQUAL ACCESS FOR ALL INTERESTED SUPPLIERS. THE NATURE AND SCOPE OF THE REQUIREMENT ARE SUCH THAT THEY ARE BEST MANAGED UNDER A SINGLE CONTRACT TO ENSURE CONSISTENCY, EFFICIENCY, AND STREAMLINED CONTRACT MANAGEMENT. NUMBER OF SUCCESSFUL TENDERERS

B11.1 It is envisaged that a maximum of one nominated supplier will be appointed to deliver the Contract/Framework

B12

B13 CONTRACT PERFORMANCE NOTICES AND CONTRACT TERMINATION NOTICES

B13.1 Pursuant to section 71 of the Act, the Contracting Authority are required to publish a Contract Performance Notice on the CDP within 30 days of any of the following occurring:

B13.1.1 the successful Tenderer has breached the contract and the breach results in termination (or partial termination) of the Contract, the award of damages or a settlement agreement between the successful Tenderer and the Contracting Authority;

B13.1.2 the Contracting Authority considers that the successful Tenderer is not performing the Contract to the Contracting Authority's satisfaction, the successful Tenderer has been given proper opportunity to improve performance and has failed to do so.

B13.2 Such notice must include details of the successful Tenderer, details of the breach or poor performance, the consequences of any breach (including the amount of damages or other monies paid).

B13.3 Pursuant to section 80 of the Act, within 30 days of the Contract terminating (whether through discharge, expiry, termination, rescission or being set aside), the Contracting Authority must publish a Contract Termination Notice (which shall include, amongst other things, reasons for terminating the Contract, the date on which it is terminated, the estimated value of the Contract, details of award of damages or settlement agreement).

B14 TUPE – N/A IN THIS TENDER EXERCISE

B15 VARIANT TENDERS

B15.1 The Contracting Authority will not accept variant Tenders.

B15.2 Only one Tender can be permitted by each Tenderer. In the event that more than one Tender is submitted by a Tenderer, the submission with the latest time of submission will be evaluated and the other(s) will be disregarded.

SECTION C
DISCLAIMER, CONFIDENTIALITY AND RELATED MATTERS

C1 PROVISION OF ITT

- C1.1 By receiving this ITT, the Tenderer agrees to keep confidential the information contained in the documents or made available in connection with any further enquiries.
- C1.2 Tenderers should not disclose the fact that they have expressed an interest to tender for the Requirement or propose to submit a Tender to any other parties other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Tenders.
- C1.3 The ITT may be made available to the employees and professional advisors directly involved in the appraisal of such information and for preparing a Tender and for no other purpose.

C2 DISCLAIMER

- C2.1 While the information contained in this Tender is believed to be correct at the time of issue, neither the Contracting Authority, nor its advisors will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.
- C2.2 This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this Tender (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Contracting Authority.
- C2.3 If a Tenderer proposes to enter into a Contract with the Contracting Authority, it must rely on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it. The Tenderer should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the works and should seek their own professional financial and legal advice.
- C2.4 Neither the issue of this Tender, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Contracting Authority (or any other person) to enter into a contractual arrangement.
- C2.5 Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Contracting Authority and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Contracting Authority.
- C2.6 The Contracting Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is paused or cancelled at any point.
- C2.7 For the avoidance of all doubt the Contracting Authority reserves the right not to proceed with any proposals made in response to this Tender.

C3 COPYRIGHT

- C3.1 The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Contracting Authority and will be treated as confidential. The ITT shall not, either in whole or part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without prior written consent of the Contracting Authority, nor may it be used for any other purpose than that for which it is intended. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

C4 PUBLICITY

- C4.1 No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Contracting Authority, including agreement on the format and content of any publicity.

C5 NO REPRESENTATION, WARRANTY OR LIABILITY

- C5.1 This ITT is made available in good faith. The Contracting Authority has taken reasonable care to ensure that the information in this ITT is accurate in all material respects. However neither the Contracting Authority, its technical, financial or legal advisors nor any other advisor (or the directors, officers, members, partners, employees, staff, agents or advisors of any person):

C5.1.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT. Any persons considering making a decision to submit a Tender and/or enter into contractual relationships with the Contracting Authority following receipt of the ITT should make their own investigations and their own independent assessment of the Contracting Authority and the Requirement and should seek their own professional technical, financial and legal advice;

C5.1.2 accepts any responsibility for the information contained in this ITT or for its fairness, accuracy or completeness. Nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication. Only the express terms of any written contract/s relating to the subject matter of this ITT, as and when it is executed, shall have any contractual effect in connection with the matters to which it relates;

C5.1.3 will be liable for any costs incurred by a Tenderer responding to the ITT, whether incurred by them directly or their advisors or sub-contractors including (but not limited to) the development and submission of Tenders and attendance at any meetings or interviews thereafter.

- C5.2 The publication of this ITT in no way commits the Contracting Authority to award any contract pursuant to any procurement process.

C6 GENERAL

- C6.1 Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves

fully with the extent and nature of the goods, services or works. These instructions constitute the "Conditions of Tender". Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender.

- C6.2 The Contracting Authority requires adherence to all instructions and conditions within this ITT from each of the Tenderers and the participation in the tender process by each Tenderer shall be construed as unqualified acceptance of such obligations by and on behalf of that Tenderer.
- C6.3 The Contracting Authority reserves the right to abandon the tender process at any point. The Contracting Authority is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.
- C6.4 By issuing this ITT or taking any steps in relation to this Procurement, the Contracting Authority is not committed to any particular course of action.
- C6.5 The Contracting Authority reserves the right to:
- C6.5.1 waive the requirements of this ITT;
 - C6.5.2 disqualify any Tenderer that does not submit a compliant Tender response in accordance with the instructions in this ITT;
 - C6.5.3 withdraw this ITT at any time, or to re-invite Tender responses on the same or any alternative basis;
 - C6.5.4 choose not to award any contract as a result of the current procurement process; and
 - C6.5.5 make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.
- C6.6 The Tenderers are deemed to understand fully the processes that the Contracting Authority is required to follow under relevant legislation, particularly in relation to the Procurement Act 2023, The Procurement (Wales) Regulations 2024 as well as the Contracting Authority's own Contract Procedure Rules (CPR's).
- C6.7 Further details of the Contracting Authority's needs under the Contract and other relevant information are provided in **Section F** (Terms and conditions) and **Section G** (Specification).
- C6.8 Other than Procurement Officer(s) making responses through the Portal, no Contracting Authority employee or member of the Contracting Authority has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
- C6.9 The Contracting Authority reserves the right 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.
- C6.10 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

- C6.11 Under the Contract, the Contracting Authority will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- C6.12 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
- C6.13 Non-compliance with the tender instructions, specification, or failure to submit any of the documentation requested may result in the tender being void.
- C7 PORTAL AND CDP**
- C7.1 This Tender is being managed by the Contracting Authority's e-tendering portal Sell2Wales and all communication in respect of this tender will be managed through this system. You will be required to submit your tender through Sell2Wales.
- C7.2 All suppliers bidding for this tender MUST be registered to the Central Digital Platform (CDP) to be eligible to bid for this tender.
- C8 CONDITIONS OF TENDER**
- C8.1 Tenders may be submitted in either the English or Welsh language, or a full English/Welsh translation provided at no extra cost to the Contracting Authority. A tender for a contract submitted in Welsh will not be treated less favourably than a tender submitted in English (including, amongst other matters, in relation to the closing date for receiving tenders, and in relation to the timescale for informing tenderers of decisions).
- C8.2 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer the one with the latest time of submission will be evaluated and the other(s) disregarded.
- C8.3 Any clarifications relating to this Tender must be submitted through the Contracting Authority's Portal.
- C8.4 The Contracting Authority is utilising an electronic tendering tool to manage this procurement and communicate with Tenderers with the contract being awarded using the Portal.
- C8.5 All clarifications relating to this Tender must be received no later than 12.00 noon on Monday 13th October 2025 as per the timetable set out in section B3.
- C8.6 Tenderers are advised not to rely on communications from the Contracting Authority in respect of the tender unless they are made in accordance with these instructions.
- C8.7 The Contracting Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render a Tender non-compliant. See section E2 for further details.
- C8.8 The Tender should not be qualified in any way. Submitting a qualified, variant or caveated Tender or failing to provide unequivocal acceptance of the Contract may result in the Tender being determined by the Contracting Authority to be non-compliant, the Tender not being evaluated at all (or any further) and the Tender being excluded from any further participation in the procurement.

- C8.9 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- C8.10 Your full registered business/name and main office address must also be provided on all documents.
- C8.11 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 must contact the Procuring Officer no later than 4 calendar days before the closing date for the Tender to enable any technical queries to be investigated and resolved.

C9 FREEDOM OF INFORMATION ACT

- C9.1 The Contracting Authority is subject to The Freedom of Information Act 2000 ("**FoIA**") and The Environmental Information Regulations 2004 ("**EIR**").
- C9.2 In accordance with the obligations and duties placed upon public authorities by the FoIA, the Contracting Authority may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said FoIA, or the EIR be required to disclose information submitted by the Tenderer to the Contracting Authority.
- C9.3 As part of the Contracting Authority's duties under the FoIA or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- C9.4 If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the FoIA and the EIR.
- C9.5 The Contracting Authority will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the FoIA or the EIR however the Contracting Authority shall be entitled to determine in its absolute discretion whether any information is exempt from the FoIA and/or the EIR, or is to be disclosed in response to a request of information. The Contracting Authority must make its decision on disclosure in accordance with the provisions of the FoIA or the EIR and can only withhold information if it is covered by an exemption from disclosure under the FoIA or the EIR.
- C9.6 Without prejudice to the above, the Contracting Authority will not be held liable for any loss or prejudice caused by the disclosure of information that:
 - C9.6.1 Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the FoIA or EIR where possible); or
 - C9.6.2 Does not fall into a category of information that is exempt from disclosure under the FoIA or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); and
 - C9.6.3 In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

C10 CONFIDENTIALITY

- C10.1 The contents of this ITT are being made available by the Contracting Authority on condition that:
- C10.1.1 Tenderers will at all times treat the contents of the ITT and any related documents (together called the "information") as confidential, save in so far as they are already in the public domain.
 - C10.1.2 Tenderers will not disclose, copy, reproduce, distribute, or pass any of the information to any other information to any other person at any time or any of these things to happen.
 - C10.1.3 Tenderers will not use any of the information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
 - C10.1.4 Tenderers will not undertake any publicity activity within any section of the media in relation to the contract or this ITT process without the prior written agreement of the Contracting Authority, including agreement on the format and content of any publicity.
 - C10.1.5 Tenderers may disclose, distribute, or pass any of the information to the Tenderers advisers, sub-contractors or to another person provided that either:
 - C10.1.6 This is done for the sole purpose of enabling a tender to be submitted and the person receiving the information undertakes in writing to keep the information confidential on the same terms as if that person were the tenderer; or
 - C10.1.7 The Tenderer obtains the prior written consent of the Contracting Authority in relation to such disclosure, distribution or passing information; or
 - C10.1.8 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - C10.1.9 The Tenderer is legally required to make such a disclosure.
- C10.2 The definition of "person" includes but is not limited to any person, firm, body, or association, corporate or incorporate.
- C10.3 The Contracting Authority may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Contracting Authority may make any of the Tender documents available for private inspection by its officers, employees, agents, or advisers.
- C10.4 The Contracting Authority also reserves the right to disseminate information that is materially relevant to the procurement to all tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderers commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under FoIA, as explained in section C9 above).
- C10.5 The Contracting Authority also reserves the right to disclose information relating to the Tender(s) and/or Tenderer(s) to Welsh Government, UK Government, Cabinet Office, Procurement Review Unit (including the Debarment Review Service) and/or any other body that it is required to disclose such information to by law.

C11 TRANSPARENCY INFORMATION

C11.1 In accordance with the Act and Regulations and other public sector transparency policies, the Contracting Authority are required to publish certain information relating to the Procurement and any Contract subsequently awarded (being the "**Transparency Requirements**"). The Transparency Requirements includes (but not limited to) publishing:

C11.1.1 a Contract Award Notice;

C11.1.2 a Contract Details Notice;

C11.1.3 Contract Performance Notice(s);

C11.1.4 Contract Change Notice(s);

C11.1.5 a copy of the Contract;

C11.1.6 a copy of the Contract as modified and/or a modification;

C11.1.7 notifying the Welsh Government and/or the Cabinet Office and/or other contracting authorities (including pursuant to sections 59, 60 and/or 108 of the Act);

C11.1.8 a Contract Termination Notice.

C11.2 Tenderers should therefore be aware that the Contracting Authority have obligations and responsibilities under the Transparency Requirements and that information provided in connection with this Procurement, or in connection with any Contract awarded, may have to be disclosed by the Contracting Authority (unless the Contracting Authority determines in its absolute discretion that one of the statutory exemptions under the Act or Regulation applies). By taking part in this Procurement, Tenderers agree to such disclosure or publication by the Contracting Authority.

C12 The Contracting Authority also reserves the right to disclose Transparency Information (and information relating to the Tender(s) and/or Tenderer(s) more generally) to Welsh Government, UK Government, Cabinet Office, Procurement Review Unit (including the Debarment Review Service) and/or any other body that it is required to disclose such information to by law.

C13 CANVASSING

C13.1 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Contracting Authority or its members concerning the establishment of the contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent or concerning any other tenderer, Tender or proposed Tender will be disqualified.

C14 CONFLICTS OF INTEREST

C14.1 The Contracting 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.

C14.2 Tenderers are instructed to ensure that their potential appointment to deliver the Works has not and will not create any conflict of interest or any situation that might compromise or prejudice the

Contracting Authority's duty to manage an open, fair, non-discriminatory and competitive procurement process.

C14.3 In the event of a conflict (or potential conflict) arising at any time during the procurement process, the affected Tenderer must report the occurrence of an actual or potential conflict and the proposed means for resolving it to the Contracting Authority as soon as reasonably practicable.

C14.4 Where there is any indication that an actual, potential or perceivable conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform Contracting Authority of this as soon as it becomes aware, detailing the actual, potential or perceivable conflict of interest.

C14.5 Where the Contracting Authority becomes aware of any conflict of interest arising in respect of a Tenderer (or any Associated Person, Connected Person, Sub-contractor or consortium members) relating to this Procurement and/or the Contract:

C14.5.1 the Contracting Authority shall consider whether the conflict of interest puts any Tenderer at an unfair advantage or disadvantage in relation to the Procurement;

C14.5.2 in its absolute discretion, where Contracting Authority considers such a conflict of interest places a Tenderer at an unfair advantage or disadvantage, direct that a Tenderer's continued participation in the Procurement is subject to the Tenderer taking such steps as the Contracting Authority considers reasonably necessary in order to ensure that Tenderer is not put at an unfair advantage;

C14.5.3 where a conflict of interest puts a Tenderer at an unfair advantage in relation to the Procurement and that advantage cannot be avoided or the Tenderer will not take the steps that Contracting Authority consider necessary to ensure it is not put the Tenderer at an unfair advantage, then the Contracting Authority will disregard and exclude a Tenderer from the Procurement in accordance with section 82 of the Act.

C14.6 Failure to declare any actual or potential conflict and/or failure to address such conflict to the reasonable satisfaction of the Contracting Authority may result in a Tenderer being disqualified from this procurement.

C15 COLLUSIVE BEHAVIOUR

C15.1 Any Tenderer who:

C15.1.1 fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or

C15.1.2 communicates to any party other than the Contracting Authority the amount or approximate amount of its proposed Tender or information which would enable the amount, or approximate amount, to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or

C15.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or

C15.1.4 enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or

C15.1.5 offers to agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission,

shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified (save that it shall not constitute collusion where a Tenderer discusses its Tender submission with any consortium member, Sub-contractor or professional advisors).

C15.2 The Tenderer warrants that its Tender shall be bona fide and shall be intended to be competitive and that it has not done and will not do at any time any of the acts set out in section C15.1 above.

C16 CONSORTIA BIDDING

C16.1 Tenders are welcomed from consortia, but the Contracting Authority will only enter into a contract with a consortium which is either incorporated as a legal entity (lead body model approach) in which case the said consortium will be required to nominate a lead body from within its constituted membership or if a Special Purpose Vehicle Model adopts a separate legal entity prior to, and as a condition to, entry into the contract.

C16.2 In the "Lead Body model" there would be no requirement to establish a legal company if the Lead Body was an existing legal company. A "Joint Working Agreement" supported by individual accounts etc would meet this requirement where a "Lead Body model" approach is being taken.

C16.3 For a "Special Purpose Vehicle," a separate legal entity would need to be established as an incorporated company due to liability of contract. The formation of the company could be done on condition of contract. This would require clear explanation of how the "Special Purpose Vehicle" will be constituted during the procurement process.

C16.4 In the event of no contract being awarded, due to circumstances beyond the control of the Contracting Authority, no costs involved with the creation or sustainment of the legal entity will be borne by The Contracting Authority.

C16.5 Tenderers should note that the legal obligations and liabilities of any proposed consortium must be borne by an entity or entities which satisfy the financial and economic requirements referred to in this tender (having regard, where appropriate, to any parent or ultimate holding company which will provide a guarantee or guarantees for that purpose) and shall be assessed by the Contracting Authority at their sole discretion.

C16.6 It is the responsibility of the proposed consortium's lead organisation to compile a consolidated response to this tender on behalf of each member of the proposed consortium. Questions have been designed to allow for a consolidated response, but where this is not possible, information should be given in respect of the proposed consortium's lead organisation. Relevant information should also be provided of proposed consortium members who will play a significant role in the delivery of the Contract.

C16.7 The Contracting Authority recognises that arrangements in relation to proposed consortia may be subject to future change. Tenderers should therefore respond in the light of such arrangements as are currently envisaged. However, tenderers should note that the Contracting Authority will not be required to enter into the contract with a consortium which is differently constituted to that which bid. All membership changes to the constituted consortium post award must be approved by the Contracting Authority. The reasoning for the proposed changes must be clear.

C16.8 For further explanation, potential consortia members should consult the Welsh Government's Joint Bidding Guide. Co-produced in partnership with The Wales Cooperative Centre and WCVA, the guide comprises a series of chapters covering all aspects of consortia bidding. The guide is accessible via the following link:

<https://gov.wales/sites/default/files/publications/2019-09/joint-bidding-guide.pdf>

C16.9 Support is also available from Social Business Wales:
<https://businesswales.gov.wales/socialbusinesswales/>

C17 GOVERNING LAW

C17.1 The laws of England and Wales (as applied in Wales) and the exclusive jurisdiction of the Courts of England and Wales sitting in Cardiff; shall apply to this ITT, the procurement process and the Services generally and, subject to applicable law, any dispute, including any non-contractual dispute arising therefrom.

C18 WHISTLEBLOWING

C18.1 The Contracting Authority expects all contractors and their personnel to uphold the highest standards of integrity and transparency. As part of this commitment, Tenderers are required to familiarise themselves with the Council's Whistleblowing Policy, which applies to all individuals delivering services under Council contracts.

C18.2 Any serious concerns regarding misconduct, fraud, or unethical behaviour may be reported confidentially under this policy. The Contracting Authority will investigate all concerns fairly and without prejudice.

C18.3 If the concern relates solely or mainly to the conduct of the contractor or its staff, it should first be raised internally with the contractor. However, if this is not possible or appropriate, concerns may be reported directly to the Council. Legal protections may still apply if concerns are raised responsibly and in the public interest.

C18.4 The Contracting Authority's Whistleblowing Policy is available at:

Vale of Glamorgan Council Whistleblowing Policy

SECTION D
INSTRUCTIONS FOR COMPLETING AND SUBMITTING TENDERS

D1 GUIDANCE ON COMPLETING THIS TENDER

- D1.1 All Tenderers must register on the new UK Government Central Digital Platform¹ in addition to being registered on Sell2Wales in order to be considered for this procurement.
- D1.2 Tenderers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date Core Supplier Information.
- D1.3 Tenderers must notify the Contracting 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. Further details on the Central Digital Platform and registration are below:

<https://www.sell2wales.gov.wales/helpandresources/cdp/procurementact2023>

[Information and guidance for suppliers - GOV.UK](#)

- D1.4 Detailed instructions and scoring guidance will be provided within the Procurement Specific Questionnaire that can be found within the questions tab of the opportunity **within the document section of Sell2Wales**.

D2 TENDER DOCUMENTATION

- D2.1 All Tender submissions must include the following documents (set out in Section H of this ITT):
- D2.1.1 **Quality** – Tenderers must provide responses to a number of questions regarding the delivery of the requirements set out in schedule one service specification and associated documents. These responses will be evaluated to provide a score for the quality element of the evaluation criteria. The Quality criteria is detailed within the Quality Response Document.
- D2.1.2 **Pricing** – Tenderers are required to submit all pricing elements of the tender via the Pricing schedule. These responses will provide a score for the pricing element of the evaluation criteria. Pricing criteria is detailed within the Pricing Schedule.
- D2.1.3 **Form of Tender**
- D2.1.4 **JCT Intermediate form of contract 2024**
- D2.2 All responses should be submitted specifically for and on behalf of your organisation and not for the group of companies, if you are part of such group of companies.
- D2.3 It is the tenderers 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.

¹ <https://www.find-tender.service.gov.uk/>

- D2.4 In the event that the Contracting Authority enters into an agreement, the answers provided will be binding upon the Tenderer and any misrepresentation within the answers provided may lead to termination of the agreement.
- D2.5 The Tenderer has no claim against the Contracting Authority or any other organisation within the Welsh Public sector for any cost or expenses incurred in completing this tender.
- D2.6 The Contracting Authority reserves the right to amend, delay or abandon the procurement process. All tenders participate in the process at its own cost.

D3 PREPARATION OF TENDER

- D3.1 Tenderers will obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Contracting Authority, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers, or advisers in this process.
- D3.2 Tenderers are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead to the Contracting Authority rejecting a Tender response.
- D3.3 The Contracting Authority relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information for which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigation they consider necessary in order to verify any information to them during the procurement process.
- D3.4 Tenderers will form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Tenders and the works, services and/or which are the subject matters of this ITT, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Tenderers should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency, or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

D4 USE OF PORTAL

- D4.1 The Contracting Authority is utilising the Portal to manage this procurement and to communicate with Tenderers.
- D4.2 All communications issued by the Contracting Authority and all communications with any Tenderer in relation to this Procurement and the submission of Tenders will be conducted via the Portal and by no other means.

D5 CLARIFICATIONS

- D5.1 This ITT is being provided on the same basis to all Tenderers. The Contracting Authority will not enter into discussion in relation to the procurement, other than to answer generic queries.
- D5.2 The Contracting Authority will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Contracting Authority's response to them on the Portal.
- D5.3 If a Tenderer wishes the Contracting Authority to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Contracting Authority, the clarification is not confidential, the Contracting Authority will inform the Tenderer, and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.
- D5.4 Requests for any clarification of the ITT or any questions about the procurement process should be submitted via the Portal by no later than the time and date set out in the timetable set out in section B3. the Contracting Authority is under no obligation to respond to any Tenderer Clarification raised after that time and date (but the Contracting Authority reserves the right, in its absolute direction, to do so).
- D5.5 Any Tenderer Clarifications sent in any other manner outside the Portal will not be accepted and the Contracting Authority shall not respond to such communications.
- D5.6 So as to ensure equal treatment of all Tenderers, Tenderers should note that the Contracting Authority will publish both the content of the Tenderer Clarification and the Contracting Authority's responses to queries to all Tenderers via the Portal to all Tenderers who have responded, have expressed an interest, or have shown an interest before the return date for submission of Tenders. This shall be done on a confidential basis so as to not identify the source of the Tenderer Clarification.
- D5.7 The Contracting Authority also reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses.
- D5.8 Should Tenderers wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the request/response must be clearly marked "In confidence - not to be circulated to other Tenderers" and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers. If in the sole opinion of the Contracting Authority the content of the information referred to is not considered to be reasonably designated as commercially sensitive, the Contracting Authority will inform the Tenderer who may then withdraw and/or resubmit the relevant information.
- D5.9 Where a Tenderer identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA and/or EIR or the Transparency Requirements (see sections C9 and C11).

D6 SUBMISSION OF TENDERS

- D6.1 The Tender must be submitted in the form specified in this Invitation to Tender instructions. Failure to do so may render the response non-compliant and it may be rejected.
- D6.2 Tenders must be submitted via the Portal. The Contracting Authority shall not consider any Tender that is submitted otherwise and any such Tender will be rejected.
- D6.3 Tenders must be submitted before the Tender Return Date.
- D6.4 Format and content of response:
- D6.4.1 Submissions must not be password protected
 - D6.4.2 Tenderers are to answer all questions relevant to the Tender they are applying for.
 - D6.4.3 Tenderers' responses shall be clearly legible and in at least 11-point type, on a line spacing of at least 1.2 times the type size.]
 - D6.4.4 Documents shall not include any embedded objects which, if printed or saved as PDF, appear as icons, rather than in full.
 - D6.4.5 Proposals shall not contain any attachments or text other than that requested, and the Contracting Authority will disregard any information contained therein.
 - D6.4.6 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.
 - D6.4.7 Tenderers should not assume that the evaluators have any prior knowledge of their organisation, its capabilities, or the solutions it offers or its involvement in any existing services, projects or procurements.
 - D6.4.8 Tenderers are reminded that their proposal should respond specifically to the Contracting Authority's requirements. Generic responses which do not take account of the Contracting Authority's requirements and circumstances are unlikely to achieve high marks.
- D6.5 If at any stage it is necessary for a tendering organisation to refer to documents or provide supplementary information such as CV's or implementation plans to support their response, these must be submitted via the "attachments" tab on /Sell2Wales and referenced in their response as an appendix.
- D6.6 Tenderers are required to submit specific responses to the questions within this document and keep responses ONLY within the "Answers" section. Any supporting appendices must be clearly listed and referenced. Responses should not include additional attachments unless the question states they are accepted. General marketing information should not be submitted.
- D6.7 The Contracting Authority may at its own absolute discretion extend the Tender Return Date and the time for receipt of Tenders specified in this ITT and will be notified via the "messages" tab on Sell2Wales. Any extension granted under this section D6.7 will apply to all Tenderers.

- D6.8 Tenderers will submit all documentation for this procurement electronically via the Portal. Further details on submitting a response are within the "Instructions for Suppliers" documents that can be found in the General tab under the "request documents" option of the opportunity.
- D6.9** Tenderers are to be submitted via the Portal website by Tender Return Date (being **no later 12.00.00 noon GMT on Monday 20th October 2025**).
- D6.10 Tenders will be received any time up to the Tender Return Date. Tenders received before this deadline will be unopened until the opening date.
- D6.11 The Contracting Authority does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
- D6.12 Any Tender response that is received after the designated deadline may, at the Contracting Authority's discretion, be rejected and therefore not considered for evaluation.
- D7 TENDER VALIDITY**
- D7.1 Your Tender (including price) will remain open for acceptance until 90 Days after the Tender Return Date.
- D7.2 If your Tender is successful, the prices you have offered will form part of the agreement documents and will remain "fixed" for the duration of the contract, unless otherwise stated.

SECTION E
EVALUATION OF TENDERS AND AWARD

E1 EVALUATION PROCESS

E1.1 All Tender responses will be checked to ensure that all questions have been addressed and that all documents requested have been attached. Each PSQ response will be reviewed to check that:

- E1.1.1 the Tenderer has submitted their Core Supplier Information via the CDP;
- E1.1.2 details of all Sub-Contractor who will perform all or part of the Contract together with Associated Persons and Connected Persons have been provided;
- E1.1.3 whether any Mandatory Exclusion Grounds or Discretionary Exclusion Grounds apply to the Tenderer, Associated Persons, Connected Persons or Sub-Contractors;
- E1.1.4 the Tenderer, Associated Persons, Connected Persons or Sub-Contractors are not Excluded Suppliers or Excludable Suppliers (including whether or not they are on the Debarment List)
- E1.1.5 all PSQ questions have been responded to;
- E1.1.6 all additional information requested has been submitted (and no other additional information has been submitted); and
- E1.1.7 page/word limits have been conformed with.

Without prejudice to the Contracting Authority's right to exclude or reject a Tender, if, as a result of the compliance check, there are any issues identified with a Tenderer's response, the Contracting Authority may raise these with the Tenderer via the Portal.

E1.2 All Tender responses that have passed the initial checks are to be evaluated on the basis of an assessment of information provided in response to each of the questions set out in the Tender. Responses to questions will be evaluated on the basis of the assessment methodology set out in this ITT.

E1.3 This evaluation will be evaluated as a two stage process:

- E1.3.1 The first stage is the Procurement Specific Questionnaire (PSQ). Please see the PSQ within the "questions" tab via the opportunity on Sell2Wales. Tenderers must satisfy all of the Conditions of Participation in this stage to proceed to have their Quality[, Community Wellbeing Benefits] and Pricing submissions evaluated at the second stage of the evaluation. Tenderers that do not satisfy all of the Conditions of Participation will not be considered any further.
- E1.3.2 The second stage of the process is the evaluation of the Quality and Pricing element of the Tender. Tenderers will be evaluated via completion of the quality and pricing schedules.

E1.4 Individual evaluators shall assess each question using the assessment methodology for the relevant question and record their reason for their provisional scores (and reference to "score" includes a pass or a fail where applicable).

- E1.5 Once the individual evaluators have completed their assessment of their provisional scores, a moderation meeting shall be held (and may be held either virtually or in-person). The purpose of the moderation meeting is to reach a consensus final score for each question to be awarded to each Tender, which shall stand as the final score awarded for the relevant question.
- E1.6 Where different individual evaluators have evaluated different questions or sections of the Tender, then separate moderation meetings shall be held.
- E1.7 Such moderation meetings may be chaired and/or otherwise supported by other individuals who were not evaluators (but such individuals shall not evaluate the Tenders).
- E1.8 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.

E2 CLARIFICATION OF TENDERS

- E2.1 The Contracting Authority reserve the right to seek clarification of any aspect of a Tender during the evaluation process.
- E2.2 The Contracting Authority reserves the right (but is not obliged) to ask Tenderers clarification questions or to ask Tenderers to provide additional information at any point during the Procurement. Tenderers are required to respond to such requests promptly and within the timeframe stipulated by the Contracting Authority. Failure to respond to the Contracting Authority within the timeframe specified may lead to the Tenderer's exclusion from the Procurement. Any request for clarification or additional information by the Contracting Authority is not an opportunity to discuss, negotiate or improve elements of the Procurement, the Contract or the Tenderer's Tender and so responses should be confined to the matters on which clarification or additional information has been sought by the Contracting Authority.
- E2.3 The Contracting Authority may, at its sole discretion, hold a pricing review stage following submission of Tenders, at which it may ask Tenderers to clarify and/or explain elements of their pricing. Where it appears to the Contracting Authority that a Tenderer may have omitted any item(s) in error, the Contracting Authority may (at its sole discretion) allow the Tenderer to amend its pricing to include for such omitted items, provided that all Tenderers shall be afforded the same opportunity. The Contracting Authority will not enter into negotiations with Tenderers and Tenderers will not be permitted to amend, supplement, improve or qualify their pricing in any way other than as set out above. Following the pricing review stage, the financial elements of Tenderers' Tenders (including any clarifications or amendments made during the pricing review stage) will be evaluated in accordance with the applicable methodology set out in this ITT.

E3 CONDITIONS OF PARTICIPATION

- E3.1 Each Tenderer is required to complete and return the Procurement Specific Questionnaire.
- E3.2 Tenderers are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date Core Supplier Information about their organisation and any consortia bid members, Associated Person, Connected Person or Sub-Contractors which are relevant for the purposes of this procurement.

- E3.3 Tenderers must notify the Contracting Authority immediately if it is unable to register on the Central Digital Platform and/or provide up-to-date information via the Central Digital Platform.
- E3.4 Tenderers are required to confirm to the Contracting Authority at the time of submitting their Tender by completing the relevant section of the Procurement Specific Questionnaire that they have registered on the Central Digital Platform, submitted its up-to-date Core Supplier Information to the Central Digital Platform and given that up-to-date Core Supplier Information to the Contracting Authority as part of its Tender.
- E3.5 The Contracting Authority may require a successful Tenderer to, at any time prior to the award or entry into of the Contract, provide confirmation that there has been no change in the information submitted as part of their Procurement Specific Questionnaire or provide information or documents confirming the accuracy of the information provided in the Procurement Specific Questionnaire.
- E3.6 The Procurement Specific Questionnaire states whether the question is mandatory or optional. Where a response to a question is stated as being mandatory, a failure to provide that information may result in the Tender being disqualified. The Procurement Specific Questionnaire shall also state whether the question is:
- E3.6.1 For information only – this will not be evaluated;
- E3.6.2 Evaluated on a Pass/Fail basis – such questions will include the criteria for a "Pass" and where a response to a question is evaluated as a "Fail", then the Tender shall be disregarded and excluded from the Procurement and not considered further;
- E3.6.3 Scored on a qualitative basis with a minimum threshold which Tenderers must achieve or exceed – such questions will include the assessment methodology for the evaluation and scoring of that question and a failure to achieve or exceed the required minimum score will lead to the Tender being disregarded and excluded and not considered further.
- E3.7 Where a sub-contractor is to be employed for a significant element of the service, it is the responsibility of the Tenderer to check and ensure sub-contractors operate to legislative requirements and are not Excluded Suppliers or Excludable Suppliers. Failure to comply with the above or supply any of the information may invalidate the tender response.
- E3.8 Please note tenderers who fail to satisfy all of the Conditions of Participation will be excluded from the process and not be considered any further.
- E3.9 The PSQ sub-sections and criteria is detailed below:

Section	Sub-section Description	Criteria
	Preliminary Questions	Information Only
	Confirmation of core supplier information	Pass/Fail
Part 2 - Additional exclusions information		
	Associated/ Connected Persons	Pass/Fail

	List of all intended sub-contractors	Pass/Fail
Part 3A - Procurement specific questions relating to conditions of participation		
	Financial Capacity	Pass/Fail & Scored
	Insurance	Pass/Fail
	Legal Capacity	Pass/Fail
	Technical ability	Pass/ Fail & Scored
	Health and Safety	Pass/Fail
	Environmental Management	Pass/Fail
	Quality Management	Pass/Fail
	Additional information	Pass/Fail
Part 3B - Requirements for central government departments, their executive agencies and non-departmental public bodies.		
	Carbon Reduction – WPPN 06/21	Pass/Fail
	Confirmations	Information Only

E3.10 The Contracting Authority reserves the right to require Tenderers at any moment during the procurement procedure to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the procurement procedure for the purposes of:

E3.10.1 establishing the absence of Mandatory Exclusion Ground and/or Discretionary Exclusion Ground; and/or

E3.10.2 establishing whether the Tenderer meets (or continues to meet) the relevant Conditions of Participation.

E3.11 Furthermore, before awarding the contract, the Contracting Authority reserves the right to require a Tenderer to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of establishing the continued satisfaction of the Conditions of Participation.

E4 AWARD CRITERIA

E4.1 Only Tenderers that satisfy all of the Conditions of Participation will progress to have their Tenders evaluated against the Award Criteria.

E4.2 The Award Criteria is as follows:

Evaluation Criteria	Weighting
Quality	40%
Price	60%
Community Benefits (Incorporated within the Quality section)	10%

E4.3 Quality 40%

E4.3.1 Quality assessment accounts for **40%** of the Award Criteria; the quality criteria will be evaluated based on the sub-criteria and weightings outlined in the Quality Response Document.

E4.3.2 Tenderers are required to complete their Quality Response. A breakdown of the sections is as follows

Question	Description	Weighting	Maximum word count
1.1	Methodology	15%	1500
1.2	Methodology	20%	1000
2.1	Health and Safety	5%	1000
2.2	Health and Safety	10%	1000
2.3	Health and Safety	10%	1000
2.4	Health and Safety	10%	1000
3	Waste management	10%	1000
4.1	Complaints & customer service	5%	1000
4.2	Complaints & customer service	5%	1000
5	Community well beings benefit	10%	1500

- E4.3.1 Tenderers must keep their responses within any applicable Maximum Word Count. The Contracting Authority will not consider any words in excess of this limit.
- E4.3.2 The individual evaluators (and thereafter the evaluation moderation panel) will assess the Quality Response and will award marks, based on the score criteria shown in the table below. Each question is scored out of 10. The scores obtained shall be multiplied by the question weighting to produce a weighted score for each question. For example, if Question 1 is worth 20%, a score of 10 would give a weighted score of 20, a score of 8 would give a weighted score of 16 and so on. Each weighted score will be added together to produce a total weighted Quality Score, which will then be taken forward to the award criteria weighting.
- E4.3.3 Tenderers **MUST** exceed a minimum score of **40%** out the 100% quality score available to be considered. Any Tenderers that fail to achieve this minimum quality score will not be considered further and the tender submission invalid.
- E4.3.4 The following scoring methodology will be used by the evaluators to score the responses to the quality questions as part of the evaluation process.

Assessment Methodology - Quality

Score	Response
10	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 added value incorporating aspects that are unique to this service provider.
8	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.
6	Adequate evidence has been submitted and information and/or supplementary documentation is of an adequate calibre indicating that the minimum requirements are likely to be met.
4	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.

2	Minimal evidence has been submitted and any information and/or supplementary documentation are of an inadequate calibre indicating that the minimum requirements are very unlikely to be met.
0	The question has not been answered.

E4.4 **Price 60%**

E4.4.1 Price assessment accounts for **60%** of the overall evaluation.

E4.4.2 Tenderers are required to submit a fully completed Pricing Schedule. Failure to submit prices for all goods/services/works may result in suppliers being disqualified from the tendering process. The tenderer should not submit any blanks, "nil" or "included" in pricing schedules.

E4.4.3 The lowest bid will receive the top score getting 100% of the overall available **60%** and the other bids calculated will receive a percentage of this score based on their total cost as follows:

- (a) The Tenderer with the lowest total cost will receive the maximum 100% i.e. the full **60%**.
- (b) All other Tenderers will be awarded a percentage value based on their total cost and the lowest total cost received (i.e. (lowest value ÷ next lowest) * 100). This will be multiplied by 0. 60 to calculate the amount of the available 60% to be awarded.

E4.4.4 All prices submitted will remain fixed for the period of the contract.

E4.4.5 Price and any financial data provided must be submitted or converted into pounds sterling and to two decimal points (even if they are ".00"). Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

E5 **TOTAL SCORE AND DETERMINING MOST ADVANTAGEOUS TENDER**

E5.1 Tenderers will be evaluated to determine the most advantageous tender. To do so, The quality score and the price score for each tender will be added to produce a total percentage score for each tenderer.

E5.2 The Tender with the highest total score shall be the most advantageous tender.

E5.3 The Contracting Authority reserves the right to appoint the second highest Tenderer in the event of one of the awarded suppliers initially being appointed being excluded or withdrawing from the process [or suspended from the framework at the point of award].

- E5.4 If after final evaluation there are 2 or more Tenderers that have equally obtained the same total score, the Tenderer that has achieved highest marks for the Quality response shall be deemed the most advantageous tender.
- E5.5 In the event that 2 or more Tenderers have achieved highest quality score within section E5.4 above, the Tenderer that has achieved highest marks for Question **Methodology 1.1** of the Quality Response shall be deemed the most advantageous tender
- E6 EXCLUSION**
- E6.1 Without prejudice to any other rights to exclude the Tenderer set out in this ITT, elsewhere in the ITT or pursuant to the Act, the Contracting Authority will disregard and exclude any Tender from the Procurement where:
- E6.1.1 it is stated elsewhere in this ITT that the Contracting Authority may exclude or reject a Tender or Tenderer;
 - E6.1.2 the Act requires or allows the Contracting Authority to exclude or reject a Tender or Tenderer;
 - E6.1.3 a Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Contracting Authority's submission requirements which have been notified to the relevant Tenderer;
 - E6.1.4 the Tenderer and/or its Associated Persons are guilty of material misrepresentation in relation to its application and/or the process (including but not limited to the PSQ selection stage of the competition);
 - E6.1.5 the Tenderer and/or its Associated Persons and/or Sub-contractor and/or Connected Person contravene any of the terms and conditions of this ITT;
 - E6.1.6 the Tenderer, Connected Person, an Associated Persons or Sub-contractors are on the Debarment List by virtue of a Mandatory Exclusion Ground;
 - E6.1.7 the Contracting Authority considers that a Mandatory Exclusion Ground applies to the Tenderer, Connected Person, an Associated Person or Sub-contractor and, having given the Tenderer a reasonable opportunity to make representations and provide pursuant to section 58(2) of the Act, the Contracting Authority considers the circumstances giving rise to the application of the Mandatory Exclusion Ground is continuing or likely to occur again;
 - E6.1.8 the Tenderer fails to satisfy any of the Conditions of Participation;
 - E6.1.9 the Tenderer's participation in preliminary market engagement has put the Tenderer at an unfair advantage in relation to the award of the Contract and that advantage cannot be avoided;
 - E6.1.10 the Tenderer has acted improperly in relation to the award of this Contract (by either failing to provide information requested by the Contracting Authority, provided information that is incomplete inaccurate or misleading, accessed confidential information, or unduly influenced the Contracting Authority's decision-making) and in consequence the Tenderer, in the Contracting Authority's opinion, has been put at an unfair advantage in relation to

the award of this Contract and the unfair advantage cannot be avoided other than by excluding and disregarding the Tenderer (subject to the Contracting Authority having given the Tenderer a reasonable opportunity prior to disregarding and excluding the Tenderer to make representations and provide relevant evidence); or

- E6.1.11 the Contracting Authority has requested information from the Tenderer about its Connected Persons, Associated Persons or Sub-contractors, the Tenderer fails to provide the information requested or provides information that is incomplete, inaccurate or misleading;
- E6.2 Without prejudice to any other rights to exclude the Tenderer set out in this ITT, elsewhere in the tender documents or pursuant to the Act, the Contracting Authority may disregard and exclude any Tender from the Procurement where:
- E6.2.1 the Tenderer or any of their Associated Persons or Sub-contractors are on the Debarment List by virtue of a Discretionary Exclusion Ground;
- E6.2.2 the Contracting Authority considers that a Mandatory Exclusion Ground applies to the Tenderer, an Associated Person or Sub-contractor and, having given the Tenderer a reasonable opportunity to make representations and provide pursuant to section 58(2) of the Act, the Contracting Authority considers the circumstances giving rise to the application of the Mandatory Exclusion Ground is continuing or likely to occur again;
- E6.2.3 the Tenderer is not a United Kingdom Supplier or a Treaty State Supplier or the Tenderer intends to sub-contract the performance of all or part of the Contract to a supplier that is not a United Kingdom Supplier or a Treaty State Supplier;
- E6.2.4 the Tender offer a price that the Contracting Authority considers to be abnormally low for performance of the Contract. Before disregarding and excluding the Tender under this ground, the Contracting Authority shall:
- (a) notify the Tenderer that the Contracting Authority considers the price to be abnormally low; and
 - (b) give the Tenderer a reasonable opportunity to demonstrate that it will be able to perform the Contract for the price offered.
- If the Tenderer demonstrates to the Contracting Authority's satisfaction that it will be able to perform the Contract for the price offered, the Contracting Authority may not disregard and exclude the Tender; or
- E6.2.5 breaches a procedural requirement of this ITT or in relation to this Procurement.
- E6.3 Where the Contracting Authority intend to disregard and exclude a Tender from the Procurement pursuant to sections E6.1.1, E6.1.7, E6.2.1 or E6.2.2 above on the basis that a Mandatory Exclusion Ground or Discretionary Exclusion Ground applies to an Associated Person or Sub-contractor, the Contracting Authority shall before doing so in accordance with section 26(3) or 28(5) of the Act, as applicable):
- E6.3.1 notify the Tenderer of its intention to disregard and exclude its Tender;

- E6.3.2 give the Tenderer a reasonable opportunity (being the time period determined by the Contracting Authority and set out in the Contracting Authority's notice) to find an alternative Associated Person or Sub-contractor as a substitute.
- E6.4 Where the Contracting Authority disregards and excludes a Tender, it may notify the Welsh Government and/or the Procurement Review Unit (including the Debarment Review Service) of such circumstances together with any information required to be given or requested pursuant to section 59 or 60 of the Act.
- E6.5 The disqualification of a Tenderer will not prejudice any other civil remedy available to the Contracting Authority and will not prejudice any criminal liability that such conduct by a Tenderer may attract.
- E7 ABNORMALLY LOW TENDERS**
- E7.1 Without prejudice to any other rights to exclude the Tenderer set out in this ITT, elsewhere in the tender documents or pursuant to the Act, the Contracting Authority may disregard and exclude any Tender from the Procurement where the Tender offer a price that the Contracting Authority considers to be abnormally low for performance of the Contract. Before disregarding and excluding the Tender under this ground, the Contracting Authority shall:
- E7.1.1 notify the Tenderer that the Contracting Authority considers the price to be abnormally low; and
- E7.1.2 give the Tenderer a reasonable opportunity to demonstrate that it will be able to perform the Contract for the price offered.
- E7.2 If the Tenderer demonstrates to the Contracting Authority's satisfaction that it will be able to perform the Contract for the price offered, the Contracting Authority may not disregard and exclude the Tender.
- E8 NOTIFICATION OF AWARD**
- E8.1 Following the conclusion of evaluation, the Contracting Authority will provide an Assessment Summary to each Assessed Tenderer.
- E8.2 Following the provision of Assessment Summaries, the Contracting Authority shall publish a Contract Award Notice on CDP.
- E9 STANDSTILL**
- E9.1 Upon the publishing of the Contract Award Notice in accordance with section E8.2 above, the Contracting Authority must observe a minimum 8 working day standstill period. The day upon which the Contract Award Notice (assuming it is a working day) shall be the first day.
- E9.2 The Contract Award Notice shall set out when the standstill period shall expire.
- E10 CONCLUSION OF CONTRACT**
- E10.1 Following issuing the Assessment Summaries, the Contracting Authority shall work with the successful Tenderer to finalise the terms of the Contract and following the completion of the standstill period all necessary approvals may enter into the Contract with the successful Tenderer.

- E10.2 Where the Contracting Authority are unable to conclude the Contract with the successful Tenderer or the award is revoked, terminated or rescinded, the Contracting Authority reserve the right to award the Contract to the next highest scoring Tenderer. This process may be repeated until a Contract has been entered into.

SECTION F
TERMS AND CONDITIONS

Please see the **Terms and Conditions** which can be found under "request documents" within the General tab of the opportunity via Sell2Wales.

SECTION G
SPECIFICATION

Please see the **Specification** which can be found under "request documents" within the General tab of the opportunity via Sell2Wales.

SECTION H
TENDER RESPONSE DOCUMENTS

Part 1

Procurement Specific Questionnaire and guidance

Please complete and return the Procurement Specific Questionnaire. The document can be found under "request documents" within the General tab of the opportunity via Sell2Wales.

Please see separate attachment "Pre-Qualification Questionnaire Guidance" which can be found in the General tab under the "request documents" option of the opportunity.

Part 2

Quality/technical response

Please complete and return attached the **Quality Response Document**. The document can be found under "request documents" within the General tab of the opportunity via Sell2Wales.

Part 3

Pricing Schedule

Please complete and return the **Pricing Schedule** which can be found in the General tab under the "request documents" option of the opportunity.

Part 4

Form of Tender

Please complete and return the **Form of Tender**. The document can be found under "request documents" within the General tab of the opportunity via Sell2Wales.

Part 5

Confidential information

Please complete and return the **Confidential Information** document. The document can be found under "request documents" within the General tab of the opportunity via Sell2Wales.