



INVITATION TO TENDER – OPEN PROCEDURE PURSUANT TO SECTION 20(2)(a) OF THE PROCUREMENT
ACT 2023

RADON PROTECTION SERVICES

REFERENCE NUMBER: TRIV2025-02

ETENDER WALES PROJECT REF: project_60655

ETENDER WALES ITTREF: itt_120294

DEADLINE FOR CLARIFICATION QUESTIONS: 12:00 on FRIDAY 24 of October 2025

TENDER RETURN DATE AND TIME: 12:00 on FRIDAY 31 of October 2025

CONTENTS

Definitions.....1

Section 1 Background and overview 8

Section 2 Important notices 18

Section 3 Instructions 26

Section 4 –Evaluation 31

 Part 1 - Overview 31

 Part 2 – Participation Evaluation 34

 Part 3 – Quality evaluation 39

 Part 4 Social Value Evaluation 42

 Part 5 Pricing Evaluation 44

Section 5 Tender Pack 46

 Part 1 PSQ..... 46

 Part 2 Quality Questions 62

 Part 3 Social Value Questions 66

 Part 4 Price 67

 Part 5 – Commercially sensitive information 69

 Part 6 Form of Tender, Certificate of Non-collusion and Non-canvassing and Conflict of Interest
 Declaration 70

Section 6 – Documentation..... 3

 Part 1 – Specification..... 3

 Part 2 – Contract 9

Definitions

1.1 The following definitions apply to this Invitation to Tender:

Act	the Procurement Act 2023 (as amended from time to time)
Assessment Methodology	the assessment methodology set out in Part 3, Part 4 and Part 5 of Section 4 of this ITT.
Assessment Summary	the assessment summary to provide to Bidders in accordance with section 50 of the Act containing information about Trivallis'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 Bidder is relying on in order to satisfy the Conditions of Participation (but not a person who is to act as guarantor).
Trivallis or we	Trivallis, a registered society pursuant to the Co-operative and Community Benefit Societies Act 2014 with registered number IP30261R and whose registered office address is at Ty Pennant, Mill Street, Pontypridd, CF37 2SW. The contracting Authority who are conducting the procurement.
Trivallis's Requirements	contained in the Specification.
Award Criteria	the Quality Criteria, Social Value Criteria and Pricing Criteria set out in this ITT which will be used to evaluate the Quality Responses, Social Value Responses] and Pricing Responses
Bidder or Supplier	the relevant economic operator (or group of economic operators) submitting a Tender. "Bidder" or "Supplier" is intended to cover any supplier and could be a registered company, limited liability partnership, special purpose vehicle, or other form of legal entity.
Clarification Question	a question asked by a Bidder in accordance with paragraph 3.3 of Section 3
Conditions of Participation	the conditions that the Bidder must satisfy to be awarded the Contract as set in accordance with section 22 of the Act.
Connected Person	in relation to the Bidder, any of the following:

	<p>(a) a person with "significant control" over the Bidder (within the meaning given by section 790C (2) of the Companies Act 2006).</p> <p>(b) a director or shadow director of the Bidder.</p> <p>(c) a parent undertaking or a subsidiary undertaking of the Bidder.</p> <p>(d) 7a company which:</p> <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 Bidder, (iii) has transferred all or substantially all of its assets to the Bidder, and (iv) had at least one director or shadow director who is or has been a director or shadow director of the Bidder. <p>(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> <p>(f) any person with the right to exercise, or who actually exercises, significant influence or control over the Bidder; and</p> <p>(g) any person over which the Bidder has the right to exercise, or actually exercises, significant influence or control;</p>
Contract	the draft contract to which this Procurement Process relates, contained in Part 2 of Section 6
Contract Award Notice	a notice setting out Trivallis's intention to enter into the Contract published in accordance with section 50 of the Act.
Contract Decision Notice	a notice setting out that Trivallis 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.
Criteria	the Participation Criteria and Award Criteria

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(s)	the discretionary exclusion grounds set out in Schedule 7 of the Act. Procurement Act 2023
EIR	has the meaning given to it in paragraph 3 of Section 2 of this ITT.
Evaluation	the evaluation of the Tenders comprising the Participation Evaluation, the Quality Evaluation, and the Pricing Evaluation
Evaluators	the panel carrying out the Evaluation of the Tenders in accordance with the Criteria
Excludable Supplier	as set out in section 57(2) of the Act.
Excluded Supplier	as set out in section 57(1) of the Act.
Form of Tender	the form in 0 of Section 5 of this ITT.
Invitation to Tender or ITT	this invitation to tender document, including its Schedules and Appendices
Mandatory Exclusion Ground(s)	the mandatory exclusion grounds set out in Schedule 6 of the Act.
Open Procedure	the procedure set out in section 20(2) of the Act.
Sub-Contractors	proposed sub-contractors of the Bidder in Procurement Specific Questionnaire
Participation Criteria	the evaluation criteria used to evaluate the Procurement Specific Questionnaire Responses
Participation Evaluation	the evaluation of the Procurement Specific Questionnaire Responses
Procurement Specific	the questionnaire in Part 1 of Section 5.

Questionnaire or PSQ	
PSQ Response	a Bidder's completed response to the PSQ
Portal	the electronic portal being used for this Procurement Process found at https://etenderwales.bravosolution.co.uk/home.html
Pricing Criteria	the Evaluation Criteria which will be used to evaluate the Pricing Responses
Pricing Evaluation	the evaluation of the Pricing Responses
Pricing Response	a Bidder's completed Pricing Schedule
Pricing Schedule	the pricing schedule found at Part 4 of Section 5 of this ITT.
Procurement Documents	this ITT and any other documents published by Trivallis during the course of and in connection with the Procurement Process
Procurement Process	the procedure being followed by Trivallis to award the Contract in accordance with the Open Procedure.
Procurement Timetable	the timetable set out in paragraph 7 of Section 1 of this ITT.
Quality Criteria	the Evaluation Criteria which will be used to evaluate the Quality Responses, including the Assessment Methodology
Quality Evaluation	the evaluation of the Quality Responses
Quality Question(s)	the quality question(s) set out in Part 2 of Section 5.
Quality Response	a Bidder's completed responses to the Quality Questions
relied on	where the Bidder is relying on another entity in order to pass the PSQ
Schedule(s)	the schedules to this ITT
Services	the Services to be procured within this Procurement Process as further set out in this ITT and the Specification.
Social Value Criteria	the Evaluation Criteria which will be used to evaluate the Social Value Responses

Social Value Evaluation	the Evaluation of the Social Value Responses.
Social Value Questions	the social value question(s) set out in Part 3 of Section 5.
Social Value Responses	a Bidder's completed responses to the Social Value Questions.
Specification	the specification contained in Part 1 of Section 6.
Subcontractor	a Third party that the Bidder is relying upon to respond to the tender and/or perform the goods, works or services.
Successful Bidder	the Bidder who is the most advantageous tender and is awarded the Contract.
Tender	a Bidder's completed response to this ITT
Tender Notice	the notice published in Find a Tender and Sell2Wales in accordance with section 21 of the Act.
Tied Leading Bidders	the highest scoring Bidders who have achieved the same total Tender percentage score
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.
Works	the works to be procured within this Procurement Process as further set out in this ITT and the Specification.

1.2 In this Invitation to Tender, unless the context otherwise requires:

1.2.1 the masculine includes the feminine and the neuter;

1.2.2 the singular includes the plural and vice versa;

- 1.2.3 the word "other", "include", "includes", "including", "for example", "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation";
 - 1.2.4 a reference to a "**Section**" refers to a section of this ITT;
 - 1.2.5 a reference to a "**paragraph**" refers to a paragraph of this ITT;
 - 1.2.6 a reference to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended from time to time.
- 1.3 The headings and contents table in this ITT are for convenience only and do not affect their interpretation.
- 1.4 In the event of any inconsistency between the provisions of this ITT and any documents previously made available in connection with the Procurement Process, the provisions of this ITT shall prevail (unless expressly provided otherwise).

Section 1 Background and overview

1 TRIVALLIS

- 1.1 Trivallis Limited (the "**Trivallis**", "**Trivallis**" or "**we**") are a community mutual housing association which provides homes to approximately 25,000 people in Rhondda Cynon Taff, Cardiff Bay and South Wales. Our primary role is delivering homes which are safe, secure and affordable to people who are in in greatest need. However, we are more than a landlord. We are a tenant-owned, locally anchored and collaborative organisation. Our role in community development, community regeneration and individual wellbeing is at the heart of what we do.

2 THIS INVITATION TO TENDER

- 2.1 Trivallis is conducting this Procurement Process using the Open Procedure.
- 2.2 This Invitation to Tender:
- 2.2.1 contains further information about the Procurement Process;
 - 2.2.2 contains further details about the Services and Works and Trivallis's Requirements;
 - 2.2.3 sets out requirements that Tenders must follow when participating in this Procurement Process and submitting their Tenders;
 - 2.2.4 sets the overall timetable and Procurement Process, including the Criteria;
 - 2.2.5 explains the administrative arrangements in relation to the Procurement Process.

3 OBJECTIVES

- 3.1 Thank you for expressing an interest in the Contract. Trivallis are seeking to appoint an experienced contractor to provide Radon Protection Services and act as the recognised Radiation Protection Adviser (RPA) on behalf of Trivallis. Additionally, included in the requirement is the delivery of social value.
- 3.2 The associated elements include, but shall not be limited to;
- 3.2.1 Identifying and monitoring all Trivallis properties that may be affected by radon.
 - 3.2.2 Having clear procedures in place for the management of radon in affected buildings
 - 3.2.3 Assisting Trivallis in developing and maintaining records of radon gas levels in Trivallis premises.
 - 3.2.4 Assisting Trivallis in maintaining a central database of all records.

- 3.2.5 Providing suitable information and advice to employees and other persons likely to be exposed to levels of radon gas in Trivallis premises.
- 3.2.6 Act as the recognised Radiation Protection Adviser (RPA) on behalf of Trivallis.
- 3.2.7 The RPA must hold a valid certificate of competence from an organisation recognised by the Health & Safety Executive as an Assessing Body for the certification of individual RPAs.
- 3.2.8 Any testing to be completed by UKHSA accredited laboratory.
- 3.2.9 Ensure remedial measures are put in place to reduce the level of radon in a property are monitored and maintained effectively.
- 3.2.10 Review reports and provide necessary actions to manage the risk.
- 3.3 The Services and Works will be carried out at properties owned by Trivallis, situated in the geographical area of Rhondda Cynon Taff.
- 3.4 Bidders should note that the buildings will be fully tenanted by Trivallis residents and leaseholders and will remain in their properties during this time.
- 3.5 This Procurement Process is intended to allow Trivallis to select a single suitable partner to deliver the required Works and Services.

4 SERVICES AND WORKS

- 4.1 To provide Radon Protection Services and act as the recognised Radiation Protection Adviser (RPA) on behalf of Trivallis Further details about the Services and Works are set out in the Specification.
- 4.2 This specifications in Annex 1 and 2 should be used in conjunction with any relevant legislation, Approved Codes of Practice, Health and Safety Executive (HSE) / Public Health England (PHE) guidance and other recognised procedures relating to the presence of radon in buildings.
- 4.3 The project is a programme to undertake Radon Protection Services and any associated works. Additionally, included in the requirement is the delivery of social value.
- 4.4 The associated elements include, but shall not be limited to;
 - 4.4.1 Be the Radiation Protection Adviser (RPA) for Trivallis.
 - 4.4.2 Any testing to be completed by UKHSA accredited laboratory.

- 4.4.3 Ensure as far as reasonably practicable that a Radon Safety Management System is established and maintained and all associated activities that contribute to this.
- 4.4.4 Having clear procedures in place for the management of radon in affected buildings.
- 4.4.5 Deploying monitoring devices in Trivallis owned properties.
 - (a) In the case of monitoring devices payment for these will be issued as 50% on successful placement and 50% on successful collection and submission of data reports.
- 4.4.6 Assisting Trivallis in maintaining a central database of all records.
- 4.4.7 Providing suitable information and advice to employees and other persons likely to be exposed to levels of radon gas in Trivallis premises
- 4.4.8 Ensuring that any remedial measures put in place to reduce the level of radon in a property are monitored and maintained effectively.
- 4.4.9 Reviewing reports and providing necessary actions to manage the risk.
- 4.4.10 All other activity as described in the specification and other tender documents
- 4.5 The successful Contractor shall be responsible for thoroughly reading the tender documents, understanding the specification, understanding the full remit of services and works required accurately determining the precise requirements of services and work in submitting their tender.
- 4.6 There are no guarantee of volumes, and the contractor is responsible for reporting any capacity issues to the Contracts Manager in advance, if they are unable to meet delivery timescales.
- 4.7 Rates are 'all-in' and must be inclusive of all materials, labour & travel costs to deliver the requirements of Trivallis in line with the tender instructions, whether expressly included or not.
- 4.8 Trivallis reserves the right to request that contractors provide pricing for related services or works that were not originally included in tender pricing matrix whenever the need arises.
- 4.9 The works issued as part of the contract will be surveyed by Trivallis and will be issued to the contractor in working programme batches to meet KPI's and capacity indicators.
- 4.10 Contractors should note: Items of services and works are not comprehensively described. The Contractor is advised to contact the relevant Trivallis contracts manager (See point 4.21) to achieve a clear picture of the scope of the services and works. Irrespective of whether mentioned within the Specification annexes.

- 4.11 All of the services and works shall be completed to the relevant/appropriate British Standard Specification and appropriate British Standard Code of Practice.
- 4.12 Where works/services are instructed through the issue of orders, the Client gives no guarantee as to the volume of orders the Client will instruct the Contractor to do under this contract or that it will instruct any orders at all. The Contractor is not entitled to claim for any loss of profit, loss of business or otherwise if the volume or timing of services under this contract is different in amount, value or scope than anticipated.
- 4.13 **Christian Jones** Compliance Operations Manager will be the point of contact for the any queries during the contract, either by telephone or email (as detailed below 4.21).
- 4.14 As the client, we expect the services and works to comply with all current legislation
- 4.15 Once the contract is awarded, a working programme is to be established in conjunction with Trivallis Compliance Operations Manager which can then be provided to the relevant Trivallis departments.
- 4.16 Any additional costs not accounted for in the pricing documents are to be agreed with the Compliance Operations Manager prior to inclusion within the monthly valuation of works spreadsheet.
- 4.17 All valuations to be submitted to Trivallis by email to Compliance Operations Manager at the end of every month. Once agreed, a valuation certificate will be issued in order for invoice to be raised and returned to Trivallis Finance Department for payment.
- 4.18 Health and Safety Incident/Accident Reports to be completed and forwarded to Trivallis on the 1st day of every month. Failure to provide the monthly Incident/Accident report may result in the delay of that month's payment until it is received.
- 4.19 Trivallis do not accept the use of any sub-contractors to be used on this contract. If this is required then a contract meeting would need to be held in order to assess the subcontractors competence in order that they can be approved, before being used as part of the contract.
- 4.20 The appointed supplier will hold their pricing for the full term of the contract.
- 4.21 To meet our Value for Money Strategy we are looking for the best value and most advantageous supplier against our core list of items in terms of price, quality, social value and service.
- 4.22 Trivallis reserves the right to request supplier presentations/clarifications as part of the tender evaluation process.

- 4.23 Trivallis may request site visits to existing suppliers on-going work premises in order to observe and confirm related service/contract aspects and performance. Such visits will be mutually agreed in writing.
- 4.24 All parties on this project must be competent and will be required to provide evidence of competence. Contractors should provide this evidence with their tender.
- 4.25 The Client will meet with the Contractor to discuss, review and agree any amendments or changes prior to the start of the contract.
- 4.26 The Contractor will be expected to access Trivallis Compliance Database as and when required and agreed prior to pre contract start date.

Wellbeing Initiatives

- 4.27 As part of the contract delivery, the successful Bidder must implement Social Value initiatives equivalent to a specified percentage of the contract value.
- 4.28 Bidders are invited to read Annex 10 of the tender suite to familiarise themselves with the Social Value initiative requirements.
- 4.29 Bidders will be required to answer a technical question as part of the tender submission, focused on the application and delivery of the Social Value initiatives.
- 4.30 Please note that the Social Value option(s) selected by your organisation will be a condition of contract and will have associated Key performance indicators to ensure effective delivery.
- 4.31 Monthly reviews will be conducted, and any significant deviations from the targets will trigger discussions and corrective actions to ensure continuous improvement in the delivery of Social Value initiatives.
- 4.32 If the agreed-upon contractual obligation involves a project or activity initiated by the contractor for the Social Value initiative and the contractor fails to deliver, Trivallis will seek financial remuneration equal to the cost to Trivallis of providing the project or activity.
- 4.33 Notwithstanding any other provision of the contract, in the event that the Contractor has not paid the financial contribution, Trivallis will offset any value owed against any monies due.
- 4.34 It is crucial to note that failure to select an option at tender submission stage will render the tender bid non-compliant, resulting in exclusion from the tender process.

5 ESTIMATED VALUE

- 5.1 The anticipated value of the Services and Works is approximately £120,000 for the duration of the whole contract, including extensions, and inclusive of VAT.

6 DURATION OF CONTRACT

6.1 The duration of the Contract shall be for a period of 3 years from the commencement date expected to be 1st April 2026 with Trivallis having an option to extend the duration of the Contract by further periods of up to 2 years.

7 PROCUREMENT PROCESS

7.1 The Services and Works will be procured under the Open Procedure.

7.2 Trivallis intends to follow the Procurement Timetable below, which is provided by way of guidance only. Trivallis reserves the right to amend the Procurement Timetable at its absolute discretion at any time during the Procurement Process. Any changes to the times and dates will be communicated to Bidders via the Portal.

Stage	Time and date
Dispatch of Tender Notice	1st October 2025
Deadline for Clarification Questions	12:00pm on 24th October 2025
Deadline for receipt of Tenders	12:00pm on 31st October 2025
Estimated issuing of Assessment Summaries of Contract Award Decision and commencement of Standstill period	1st December 2025
Estimated issuing of Contract Award Notice and commencement of Standstill Period	1st December 2025
Estimated expiry of Standstill Period	11th December 2025
Anticipated execution of Contract	12th December 2025

Anticipated publication of Contract Details Notice	12th January 2025
---	-------------------------------------

8 VISITS TO TENANTED PROPERTIES

8.1 It is the contractor's responsibility to arrange visits where appropriate for delivery, installation and collection of monitoring devices.

8.2 Should suppliers have any queries on arranging visits please contact:

8.2.1 Insert contact – Christian Jones – Compliance Operations Manager

8.2.2 Email: christian.jones@trivallis.co.uk

8.2.3 Telephone: +447799132255

8.3 Contractors should be aware that should the contractor visit the sites a form of identification card should be used. The identification card shall contain the following details:

8.3.1 Photograph of Operative

8.3.2 Operatives Name

8.3.3 Contractors Name and Address.

8.3.4 Trivallis Headed Letter/email confirmation of visit arrangement if required

9 PRESENTATIONS

9.1 Trivallis reserves the right to request supplier presentations/clarifications as part of the tender evaluation process.

9.2 Trivallis reserves the right to request to visit contractor's previous sites for them to demonstrate capability of the goods/works/services provided/completed/performed.

10 CONTRACT

10.1 A copy of the draft Contract Trivallis proposes to use is contained in the draft Contract to which this Procurement Process relates, contained in Part 2 of Section 6. The contract will be NEC4 Option A.

10.2 In accordance with the requirements of the Open Procedure, there can be no negotiation of the Contract. All Bidders will be required to confirm their unequivocal acceptance of the Contract in the Form of Tender.

- 10.3 By submitting a Tender, Contractors are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment. Bidders are required to confirm, via the Portal, their acceptance of the Contract.
- 10.4 Submitting a qualified, variant or caveated Tender or failing to provide unequivocal acceptance of the Contract may result in the Tender being determined by Trivallis 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 Process.
- 10.5 Any amendments which are proposed but not approved by Trivallis through the clarification process will not be accepted and may be construed as a rejection of the Contract terms, leading to the disqualification of the Tender.
- 10.6 In the event that you have any concerns or queries in relation to the Contract, you are permitted to submit a Clarification Question in accordance with the provisions of this ITT by the Clarification Deadline stated in the Procurement Timetable. Following such clarification requests, Trivallis may (at its entire discretion) decide to issue a clarification change to the Contract that will apply to all potential Bidders submitting a Tender.

11 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS AND PENSIONS

- 11.1 [It is understood that there are no Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) implications arising from this Procurement Process.]

OR

12 DATA PROTECTION

- 12.1 Trivallis Data protection terms has been created to outline specific requirements and expectations for suppliers in the data protection terms of Trivallis.
- 12.2 Understanding and following the requirements in this guide will help ensure all parties are aware of their responsibilities in relation to data protection. This document will form part of the articles of agreement and final Contract.
- 12.3 The Bidder, when processing personal data on behalf of Trivallis, will only process that data in accordance with the written instructions of Trivallis, and the relevant data protection legislation.

13 MODERN SLAVERY

- 13.1 In performing its obligations under the agreement, the Contractor(s) shall and shall ensure that each of its subcontractors comply with:

- 13.1.1 all applicable laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and
- 13.1.2 Trivallis' anti-slavery policy.
- 13.2 The Contractor must not hold a person in slavery or servitude or to require a person to perform forced or compulsory labour.
- 13.3 The Contractor must not arrange or facilitate the travel of another person with a view to them being exploited.
- 13.4 The International Labour Organisation (ILO) identifies a number of indicators of forced labour which are all covered under the Modern Slavery Act 2015, the Contractor and their partners must not carry out any of the following:-
 - 13.4.1 Abuse of vulnerability
 - 13.4.2 Deception
 - 13.4.3 Restriction of movement
 - 13.4.4 Isolation
 - 13.4.5 Physical and sexual violence
 - 13.4.6 Intimidation and threats
 - 13.4.7 Retention of identity documents
 - 13.4.8 Withholding of wages
 - 13.4.9 Debt bondage
 - 13.4.10 Abusive working and living conditions

KPIS

- 13.5 The KPIs for this contract are contained in Annex 5.
- 13.6 Should the contractor breach any (3) three KPIs in any rolling (3) three Contract Month periods will result in the default of the contract by the contractor.
- 13.7 In the event that a contractor defaults on the Contract, then Trivallis reserve the right to:
 - 13.7.1 remove the Contract from the contractor;
 - 13.7.2 appoint an alternative contractor to undertake the requirement; and/or

13.7.3 recover any applicable costs from the defaulting contractor.

14 ASSESSMENT OF CONTRACT PERFORMANCE

14.1 Pursuant to section 71(3) to (5) of the Act, Trivallis will be required to publish a Contract Performance Notice within 30 days of any of the following circumstances:

14.1.1 the Successful Bidder has breached the Contract with such breach resulting in termination (or partial termination) of the Contract, the award of damages (including liquidated or unliquidated damages) or a settlement agreement between Trivallis and the Successful Bidder); or

14.1.2 the Successful Bidder does not perform the Contract to Trivallis's satisfaction, and the Successful Bidder having been given a proper opportunity to improve performance the Successful Bidder fails to do s.

Section 2 Important notices

1 GENERAL NOTICES

- 1.1 This ITT is being made available on the condition that the information contained within it is used solely in connection with the Procurement Process to procure the Works on behalf of Trivallis and for no other purpose.
- 1.2 While the information contained in this ITT is believed to be correct at the time of issue, neither Trivallis, nor its advisors accept any responsibility or liability in relation to the accuracy, adequacy or completeness of this ITT or any other information or documentation provided or made available to Bidders, Associated Persons, Connected Persons, Sub-contractors, their funders or advisors during the Procurement Process. Neither is any express or implied warranty given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Trivallis.
- 1.3 Those parties must therefore take their own steps to verify the accuracy of any information they consider relevant to the Procurement Process and are not entitled to rely on any statement or representation made by Trivallis or any of its advisors.
- 1.4 Bidders should make their own investigations and enquiries and carry out their own independent assessment of the Contract and should seek their own professional, technical, financial and legal advice.
- 1.5 Neither the issue of this ITT nor any of the information contained within it should be regarded as a commitment or representation on the part of Trivallis (or any other entity or person on its behalf) to enter into any contractual arrangement (express or implied) with any Bidder.
- 1.6 Trivallis reserves the right to abandon, amend or vary the Procurement Process in part or in full at any point prior to the award of the Contract and with no liability on its part.
- 1.7 Tenders must be completed in the English or Welsh language. All documentation and communication from Bidders to Trivallis must be in English or Welsh.
- 1.8 This Procurement Process and any subsequent contract awarded pursuant to it will be subject to English and Welsh law (as it applies in Wales) and the jurisdiction of the courts of England and Wales.
- 1.9 Trivallis does not undertake to accept the lowest of any Tender.

2 CONFIDENTIALITY

2.1 This ITT is intended for the exclusive use of the Bidder. All information supplied by Trivallis to Bidders (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 Bidder has received this ITT) is provided on the express understanding that this ITT and the information contained in it, or in connection with it, will be regarded and treated as strictly confidential. This ITT may not be reproduced in whole or in part nor furnished to any persons other than the Bidder save for the purposes of:

2.1.1 taking legal advice in connection with submitting a Tender;

2.1.2 obtaining information from Associated Persons, Connected Persons, Sub-contractors,, advisors and funders where expressly required by this ITT or as otherwise necessary and relevant to the Bidder's Tender; and/or

2.1.3 obtaining input from any other parties that Bidders demonstrate will provide information relevant to their Tender, subject always to Trivallis's prior written consent to such disclosure (which it can withhold in its absolute discretion) and provided that in each case, Bidders obtain from such parties prior to such disclosure, confidentiality undertakings of at least equivalent strength to this section. Upon written request from Trivallis, Bidders shall promptly provide evidence to Trivallis that such undertakings have been obtained.

2.2 If any Bidder is unable or unwilling to comply with paragraph 1.2.1 above, the Bidder is required to immediately destroy this ITT and any associated documents and must not retain any electronic or paper copies.

2.3 Bidders may designate any information supplied as part of their Tenders or otherwise in connection with the procurement as confidential or commercially sensitive by clearly identifying it as such to Trivallis in the template provided at Part 5 of Section 5 of this ITT. Blanket protective markings applied to the whole document will not be sufficient. While designating material as confidential or commercially sensitive or equivalent does not guarantee non-disclosure, Trivallis will consider this as part of any disclosure decision.

3 TRIVALLIS'S RIGHTS

3.1 Trivallis reserves the right to:

3.1.1 waive or change the requirements of this ITT from time to time without prior (or any) notice being given by Trivallis;

3.1.2 seek clarification in respect of any part of a Bidder's submission;

- 3.1.3 request Bidders to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing;
- 3.1.4 disqualify any Bidder that does not submit a compliant Tender in accordance with the instructions in this ITT;
- 3.1.5 disqualify any Bidder that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its Tender, expression of interest, the PSQ or the Procurement Process;
- 3.1.6 withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- 3.1.7 choose not to award any Contract as a result of the current Procurement Process or to abandon that process;
- 3.1.8 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.

3.2 In particular, Trivallis may disregard a Tender where:

- 3.2.1 the Bidder's Tender is submitted after the Tender return deadline specified in the Procurement Timetable (or as varied and communicated to Bidders via the Portal);
- 3.2.2 the Bidder's Tender does not comply with the requirements and instructions in this ITT (or as otherwise communicated to Bidders via the Portal) or is otherwise completed incorrectly;
- 3.2.3 the Bidder and/ or any Associated Persons, Connected Persons or Sub-contractors are guilty of material misrepresentation in relation to information provided by the Bidder in its Tender or in connection with its Tender;
- 3.2.4 the Bidder does not satisfy the Conditions of Participation;
- 3.2.5 the Bidder has acted improperly in relation to the Procurement Process;
- 3.2.6 the Bidder is not a United Kingdom Supplier or Treaty State Supplier;
- 3.2.7 Trivallis considers the priced offered to be abnormally low for performance of the Contract;
- 3.2.8 the Bidder and/or any Associated Persons, Connected Persons or Sub-contractors breaches any procedural requirement of this ITT; and/or
- 3.2.9 the Bidder (or an Associated Person, Connected Person or Subcontractor) is an Excluded Supplier or an Excludable Supplier (whether or not they are on the

Debarment List or not). Where the Bidder is an Excluded Supplier of Excludable Supplier as a result of an Associated Person or Subcontractor, then Trivallis shall before excluding or disregarding the Bidder first notify the Bidder of its intention to exclude or disregard the Bidder and give the Bidder a reasonable opportunity (the duration of such opportunity to be determined at Trivallis's discretion) to replace or remove the Associated Person and/or Subcontractor. If the Bidder fails to replace or remove the Associated Person and/or Subcontractor so that the Bidder is no longer an Excludable Supplier or Excluded Supplier, then Trivallis may disregard or exclude the Bidder.

3.3 Where Trivallis:

3.3.1 has disregarded a Tender from, or excluded a Bidder who is, an Excluded Supplier or Excludable Supplier;

3.3.2 has required the Bidder to replace an Associated Person or Subcontractor in accordance with paragraph 3.2.9,

Trivallis is required, within 30 days, to notify the Welsh Government of such circumstance pursuant to section 59 of the Act. This may lead to the Welsh Government and/or the Cabinet Office to investigate those circumstances with a view of entering the Bidder on to the Debarment List in accordance with section 59 to 66 of the Act.

3.4 Should Trivallis not receive any suitable Tenders in response to this ITT, then Trivallis may, should it so wish, directly award a contract in accordance with section 43 of the Act.

Pursuant to the Act, Trivallis is required to publish certain notices and information. By submitting a Tender, the Bidder acknowledges that Trivallis may disclose such information as is reasonably required to comply with its obligations under the Act and any applicable law.

CANVASSING

3.5 Trivallis reserves the right to disqualify (without prejudice to any other civil remedies available to Trivallis and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this ITT:

3.5.1 offers any inducement, fee or reward to any employee of Trivallis or any person acting as an advisor to Trivallis in connection with the Procurement Process;

3.5.2 does anything which would constitute a breach of the Bribery Act 2010;

3.5.3 canvasses any of the persons referred to above in connection with the Procurement Process; and/ or

3.5.4 except as expressly authorised by Trivallis and subject to the provisions of this ITT, contacts any employee or agent of Trivallis about any aspect of the Procurement Process including (without limitation) for the purposes of discussing the possible transfer of that employee to the employment of the Bidder in relation to the Procurement Process or for soliciting information in connection with the Procurement Process.

3.6 Bidders and Associated Persons, Connected Persons or Sub-contractors are required to return the Non-collusion and Non-canvassing Certificate contained in Section 5.

4 COLLUSION

4.1 Trivallis reserves the right to disqualify (without prejudice to any other civil remedies available to Trivallis and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this ITT:

4.1.1 fixes or adjusts its Pricing Response by or in accordance with any agreement or arrangement with any other Bidder or consortium member of a Bidder (other than a member of its own consortium or supply chain);

4.1.2 enters into any agreement or arrangement with any other Bidder or consortium member of a Bidder to the effect that he shall refrain from submitting a Tender or as to the amount of any Pricing Response to be submitted;

4.1.3 causes or induces any person to enter such agreement as is mentioned immediately above or to inform the Bidder or consortium member of a Bidder of the amount or approximate amount of any rival Tender;

4.1.4 offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission relating to any other Tender or proposed Tender;

4.1.5 communicates to any person other than Trivallis the amount or approximate amount of its Pricing Response (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).

4.2 Bidders and Associated Persons, Connected Persons or Sub-contractors are required to return the Non-collusion and Non-canvassing Certificate contained in Schedule 5.

5 CONFLICTS OF INTEREST

5.1 Trivallis actively seeks to avoid conflicts of interest and reserves the right to exclude Bidders from the Procurement Process where Trivallis perceives an actual or potential conflict of interest. The concept of conflict of interest includes a situation where a relevant staff member

has directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement Process.

- 5.2 Specifically, Bidders shall not directly or indirectly at any time:
- 5.2.1 devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
 - 5.2.2 enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
 - 5.2.3 enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
 - 5.2.4 canvass Trivallis or any employees or agents of Trivallis in relation to this procurement;
 - 5.2.5 offer, promise or give any person working for or engaged by Trivallis a financial or other advantage as an inducement or reward for any improper performance of a function or activity relating to this procurement;
 - 5.2.6 attempt to obtain information from any of the employees or agents of Trivallis or their advisors concerning another Bidder or Tender.
- 5.3 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 Bidder to inform Trivallis of this as soon as it becomes aware, detailing the actual, potential or perceivable conflict of interest using the form in Schedule 5 and submitting the form via the Portal. In such circumstances, Trivallis shall at its absolute discretion decide on the appropriate course of action and may include requiring the Bidder to take such reasonable steps as Trivallis requires to ensure that the conflict of interest does not put the Bidder at an unfair advantage or disadvantage and/or exclude the Bidder from the Procurement Process.
- 5.4 Bidders and Associated Persons, Connected Persons or Sub-contractors are also required to return the Conflict of Interest Declaration in Schedule 6 as part of their Tender.
- 5.5 If Trivallis becomes aware of any conflict of interest that the Bidder has not declared to Trivallis or that the Bidder is at an unfair advantage due to the conflict of interest, the Bidder may be excluded from the Procurement Process.

5.6 Trivallis may exclude a Bidder if there is a conflict of interest which cannot be effectively remedied.

6 USE OF INFORMATION

6.1 Trivallis will only use the information obtained from Bidders during the Procurement Process for:

6.1.1 the purposes of the Procurement Process itself (and all it entails);

6.1.2 to fulfil its obligations under the Act (including the requirement to publish notices and/or provide information to Welsh Government, the Cabinet Office or any other organisation detailed in the Act); and

6.1.3 for the purposes of the Contract in respect of the Successful Bidder's Tender.

7 PUBLICITY

7.1 No publicity by a Bidder or any related entities regarding this Procurement Process or the award of any contract in connection with the Procurement Process will be permitted unless and until Trivallis has given express written consent to the relevant communication. For example (and without limitation), no statements may be made to the media or other similar organisations regarding the nature of any Tender, its contents or any proposals relating to the Tender without the prior written consent of Trivallis.

8 COPYRIGHT

8.1 Copyright in this ITT belongs to Trivallis. This ITT may not be reproduced, copied or stored in any medium without the prior written consent of Trivallis, other than strictly for use in preparing a Tender. Bidders are required to destroy this ITT at the conclusion of the Procurement Process.

9 COSTS

9.1 Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Tenders and participation in all stages of the Procurement Process.

9.2 Under no circumstances will Trivallis or any of its advisors be liable for any costs, claims, losses or expenses incurred by any Bidder, its partners, advisors or any of its supply chain in relation to this Procurement Process. This is the case even where Trivallis abandons, amends or varies (wholly or in part) the Procurement Process for any reason up to the point of Contract award.

10 CHANGES IN CIRCUMSTANCE

- 10.1 Each Bidder is required to inform Trivallis promptly and, in any case, no later than seven (7) calendar days after the occurrence of a change in the Bidder's circumstances. This includes but is not limited to:
- 10.1.1 any change to its corporate structure from that set out in its Tender – this includes the grant of any options to acquire shares, any agreement relating to the exercise of rights attaching to such shares and any material amendments to a shareholders' agreement, articles of association or similar constitutional document;
 - 10.1.2 any changes to any other information provided to Trivallis as part of the Tender; or
 - 10.1.3 any other changes to its circumstances, which may be expected to influence Trivallis's decision on its decision to award the Contract.
- 10.2 Trivallis reserves the right to approve (including subject to conditions) or reject the changes referred to above and specifically reserves the right to revisit the Participation Evaluation and apply the Participation Criteria to the new information/ change of circumstance. A rejection of the changes may result in the Bidder's exclusion from further participation in the Procurement Process.
- 10.3 Bidders are advised to discuss any proposed changes to the Bidder's bid vehicle, joint venture or consortium with Trivallis before they are put into effect.

Section 3 Instructions

1 GENERAL INSTRUCTIONS

- 1.1 Bidders are required to carefully read these instructions and the rest of this ITT before completing and submitting their Tender. Failure to comply with any of the requirements or instructions for completion and submission of Tenders may result in the exclusion of a Tender. By participating in the Procurement Process, the Bidder confirms acceptance of these conditions of tendering.
- 1.2 Should a Bidder notice any errors or omissions in the ITT, the Bidder is required to notify Trivallis as soon as possible via the Portal.
- 1.3 Tenders must not be accompanied by statements that could be construed as rendering the Tender conditional or subject to qualifications.
- 1.4 Trivallis reserves the right (but is not obliged) to ask Bidders clarification questions or to ask Bidders to provide additional information at any point during the Procurement Process. Bidders are required to respond to such requests promptly and within the timeframe stipulated by Trivallis. Failure to respond to Trivallis within the timeframe specified may lead to the Bidder's exclusion from the Procurement Process. Any request for clarification or additional information by Trivallis is not an opportunity to discuss or negotiate elements of the Procurement Process, the Contract or the Bidder's Tender and so responses should be confined to the matters on which clarification or additional information has been sought by Trivallis.
- 1.5 Trivallis may, at its sole discretion, hold a pricing review stage following submission of Tenders, at which it may ask Bidders to clarify and/or explain elements of their pricing. Where it appears to Trivallis that a Bidder may have omitted any item(s) in error, Trivallis may (at its sole discretion) allow the Bidder to amend its pricing to include for such omitted items, provided that all Bidders shall be afforded the same opportunity. Trivallis will not enter into negotiations with Bidders and Bidders 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 Bidders' 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.

2 OTHER TENDERS

- 2.1 Bidders are not permitted to submit any variant Tenders.
- 2.2 Only one Tender can be permitted by each Bidder. In the event that more than one Tender is submitted by a Bidder, the submission with the latest time of submission will be evaluated and the other(s) will be disregarded. This does not however prevent a Bidder from submitting

a Tender on its own and then also submitting a separate Tender as part of a consortium or supply chain, provided it can address conflicts of interest to the satisfaction of Trivallis and in accordance with the instructions in this ITT.

3 CLARIFICATION QUESTIONS

- 3.1 During the Procurement Process, a Bidder may, if they have a query about any aspect of the Procurement Process or Procurement Documents and/or require any further information or assistance, contact Trivallis via the Portal before the Clarification deadline set out in paragraph 7 of Section 1 of this ITT.
- 3.2 Bidders should note that during the Procurement Process, neither they nor their advisors should contact Trivallis or any of its employees or advisors or any third parties connected to Trivallis other than via the Portal.
- 3.3 It is the Bidder's responsibility to ask for clarification on any point that it does not understand or considers is unclear in the Procurement Process. The deadline for last receipt of Clarification Questions is set out in the Procurement Timetable which can be found in paragraph 7 of Section 1.
- 3.4 If Trivallis considers any Clarification Question to be of material significance, both the Clarification Question and Trivallis's response will be communicated to all Bidders but details of the Bidder submitting the Clarification Question will not be disclosed.
- 3.5 Where a Bidder considers that a Clarification Question or Trivallis's response to a Clarification Question will relate to commercially confidential information relevant only to the Bidder and that this information should not be circulated to the other Bidders, the Bidder must include in the Clarification Question notification via the Portal "*In Commercial Confidence – Not to be circulated to other Bidders*" and set out the reasons why this is considered to be the case.
- 3.6 If Trivallis considers that in the interests of fair and open competition, it cannot respond to the Clarification Question on a confidential basis, it will notify the Bidder and treat the Clarification Question as withdrawn. It will then be for the Bidder to resubmit the Clarification Question without a confidential marking if the Bidder still requires a response. If Trivallis considers that the request for a confidential response is justified, it will provide a response to the Bidder but will not circulate the response to the other Bidders.

4 BIDDER EXCLUSION

- 4.1 Any Bidder acting in contravention of the provisions of this ITT may, in the absolute discretion of Trivallis, be excluded from the Procurement Process. This is without prejudice to any other civil or legal remedies available to Trivallis and without prejudice to any criminal liability which such conduct by a Bidder may attract.

- 4.2 For the avoidance of doubt, where Trivallis excludes or disregards a Bidder / Tender (whether in accordance with the terms of this ITT or in accordance with law), exclusion or disregard of a Bidder will mean the rejection of its Tender and exclusion of the Bidder from any further participation in the Procurement Process. Under no circumstances will Trivallis or any of its advisors be liable for any costs or expenses incurred by the excluded Bidder and/ or any Associated Persons, Connected Persons, Sub-contractors, as a result, directly or indirectly of such exclusion.
- 4.3 Trivallis reserves the right to exclude a Bidder from the Procurement Process in circumstances where (but not limited to):
- 4.3.1 the Bidder's Tender is submitted after the Tender return deadline specified in the Procurement Timetable (or as varied and communicated to Bidders via the Portal);
 - 4.3.2 the Bidder's Tender does not comply with the requirements and instructions in this ITT (or as otherwise communicated to Bidders via the Portal) or is otherwise completed incorrectly;
 - 4.3.3 the Bidder and/ or any Associated Persons, Connected Persons or Sub-contractors are guilty of material misrepresentation in relation to information provided by the Bidder in its Tender or in connection with its Tender;
 - 4.3.4 the Bidder and/ or any Associated Persons, Connected Persons or Sub-contractors contravene any of the provisions of this ITT or any other Procurement Documents.
- 4.4 Please note that a Bidder must or may be excluded under sections 26 to 30 of the Act at any time.

5 CONTENT OF TENDERS

- 5.1 Tenders must be submitted in accordance with the requirements and instructions set out in this ITT.
- 5.2 Bidders must be explicit and comprehensive in all responses to questions in this ITT as this will be the single source of information on which responses are evaluated.
- 5.3 Tenders (including any permitted accompanying documents) must be complete and self-contained. Bidders are not permitted to cross-refer to other responses contained within their Tender. Any cross-references will not be followed by Evaluators.
- 5.4 Bidders should not assume that Trivallis has any prior knowledge of the Bidder, its practice or reputation, or its involvement in existing services or historical projects or procurements.
- 5.5 Procurement legislation provides for an 'exclusion regime' and a published 'debarment' list to safeguard procurements from suppliers who may pose a risk (for example, due to misconduct

or poor performance). The Procurement Specific Questionnaire (PSQ) used on all public procurements makes sure bidders include this information in the PSQ and Central Digital Platform. Trivallis reserves the right to use this applicable law in relation to debarment and supplier performance to exclude any bidders from this ITT where, either they or any Associated Persons, Connected Persons, or Subcontractors. relied upon to complete the tender or perform the goods, services or works are on the debarment list.

- 5.6 Bidders are responsible for the accuracy of all information contained in their Tenders, including that relating to any Associated Persons, Connected Persons, Subcontractors.
- 5.7 Tenders must not include an executive summary or any general marketing, promotional and/or company literature. Any such material will not be evaluated.
- 5.8 All responses to questions where there are word limits must be adhered to. If you exceed a stipulated word limit, words which exceed the limit will not be considered or evaluated e.g. if you provide a 300-word answer in response to a question stipulating a 200 word limit, only the first 200 words will be evaluated.
- 5.9 Where this ITT requires a signature to be provided by the Bidder, the signature must be provided by an authorised representative of the Bidder, or, where a signature must be provided by an Associated Persons, Connected Persons or Sub-contractors, by a representative duly authorised by the Associated Persons, Connected Persons or Sub-contractors.

6 SUBMISSION OF TENDERS

- 6.1 Your Tender must be submitted as a PDF Document.
- 6.2 You must submit your Tender before 12:00pm (noon) on **31st October 2025**.
- 6.3 Your Tender must be submitted via the Portal. Please do not submit your Tender via any other means. Failure to submit your Tender in accordance with the instructions in this paragraph 6 may result in your exclusion from the Procurement Process. Please therefore ensure that you leave plenty of time to submit your Tender.

7 DOCUMENTS TO BE INCLUDED IN YOUR TENDER

- 7.1 Bidders must return the following documentation duly completed (and where required, signed), and combined into a single PDF document:

Document		Tender Checklist
Procurement Specific Questionnaire	Part 1 of Section 5	

Quality Questions Response	Part 2 of Section 5	
Social Value Questions Response	Part 3 of Section 5	
Pricing Schedule Response	Part 4 of Section 5	
Commercially sensitive information	Part 5 of Section 5	
Completed and signed Form of Tender	0 of Section 5	
Completed and signed Certificate of Non-collusion and Non-canvassing	0 of Section 5	
Completed and signed Conflict of Interest Declaration	0 of Section 5	

7.2 Failure to provide all the items listed in the above paragraph by the deadline may cause your Tender to be non-compliant and therefore excluded from the Procurement Process.

Section 4 –Evaluation

Part 1 - Overview

1 INITIAL COMPLIANCE CHECK

1.1 Following receipt of Tenders, Trivallis will undertake an overall compliance check of the Tenders to ensure that each Tender is complete and complies with the instructions contained in this ITT. Failure to submit a complete and compliant Tender may result in the Tender being excluded from the Procurement Process. A non-compliant Tender includes but is not limited to:

1.1.1 a Tender that does not comply with the instructions in this ITT;

1.1.2 a Tender that fails to provide all the information and documentation requested and required by this ITT; and/or

1.1.3 a Tender that includes any additional documentation which has not been requested or permitted by this ITT.

2 CLARIFICATION

2.1 Trivallis reserves the right (but it is not obliged to) seek clarification of any aspect of a Bidder's Tender during the evaluation period.

2.2 If the Evaluators have any Clarification Questions relating to any response, these will be notified to Bidders via the Portal with a set period for Bidders to respond. Failure by any Bidder to respond within the stipulated time period may lead to the Bidder's exclusion from the Procurement Process. Bidders will be required to answer such clarifications within the timescales required by Trivallis and a failure to do so may result in (a) the Bidder's Tender being evaluated without the information sought to be clarified and/or (b) the Bidder's Tender being disqualified and not considered any further.

2.3 Trivallis may, at its sole discretion, hold a pricing review stage following submission of Tenders, at which it may ask Bidders to clarify and/or explain elements of their pricing. Where it appears to Trivallis that a Bidder may have omitted any item(s) in error, Trivallis may (at its sole discretion) allow the Bidder to amend its pricing to include for such omitted items, provided that all Bidders shall be afforded the same opportunity. Trivallis will not enter into negotiations with Bidders and Bidders 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 Bidders' 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.

- 2.4 Once clarification responses have been received by the Evaluators, each individual Evaluator will complete their evaluator scoring reports and pass these to the moderator who will chair a moderation meeting with the Evaluators.

3 EVALUATION

- 3.1 Once the initial compliance check has been carried out, Evaluators will evaluate the Tenders in accordance with the Criteria set out in this ITT.

- 3.2 The Evaluation is split into [three] parts:

3.2.1 the Participation Evaluation;

3.2.2 the Quality Evaluation; which includes the Social Value Evaluation; and

3.2.3 the Pricing Evaluation.

- 3.3 The Evaluators will first carry out the Participation Evaluation. If any Bidder fails any element of the Participation Evaluation, the rest of the Bidder's Tender will not be evaluated, and the Bidder will not continue in the Procurement Process.

- 3.4 Bidders that pass all elements of the Participation Evaluation will proceed to have their Quality Responses, Social Value Responses and Pricing Responses evaluated. The Quality Evaluation, Social Value Responses and the Pricing Evaluation will be used to determine the most advantageous tender.

4 CALCULATING THE TOTAL TENDER PERCENTAGE SCORE

- 4.1 A Bidder's total percentage score shall be calculating by adding it score for its:

4.1.1 Quality Response (out of 60%);

4.1.2 Social Value Response (out of 10%); this is included in the Quality Section of this tender, and

4.1.3 Pricing Response (out of 40%)

in order to calculate a total Tender percentage score out of 100%. Bidders will then be ranked in numerical order in order to determine the Successful Bidder, with the Bidder who is highest ranked being deemed the most advantageous tenderer.

5 TIED SCORING

- 5.1 In the event that two or more Bidders achieve identical total Tender percentage scores i.e. there are Tied Leading Bidders, the Bidder who will be awarded the Contract will be the Bidder who has achieved the highest total percentage for its Pricing Response.

5.2 In the event that the Tied Leading Bidders achieved the same score for their Pricing Response, the Bidder who will be awarded the Contract will be the Bidder who has achieved the highest total percentage for its Quality Response.

5.3 In the event that the Tied Leading Bidders achieved the same score for their Pricing Response and/or Quality Response, such that the Successful Bidder cannot be identified, Trivallis reserves the right to determine the Successful Bidder by reference to which Bidder attained the highest percentage score for Question B of the Quality Evaluation.

5.4 Trivallis reserves the right to revise this tied scoring process where it considers that it would be appropriate to do so.

6 AWARD AND STANDSTILL

6.1 Once the Successful Bidder has been identified, Trivallis will send each Bidder who submitted a Tender which was not disregarded or excluded an Assessment Summary communicating its decision to award the Contract.

6.2 Following the issuing of the Assessment Summaries, Trivallis will publish a Contract Award Notice and will allow the statutory 8 working-day standstill period to elapse before (subject to there being no challenges) entering into the Contract with the Successful Bidder. Please note that the issuing of the Assessment Summary to the Successful Bidder will not amount to acceptance of the Successful Bidder's Tender, nor will it constitute an offer to contract with the Successful Bidder.

6.3 Please note that award of the Contract is also subject to internal sign off from Trivallis. The Contract will not be entered into until all necessary internal approvals have been obtained.

6.4 The Contract will only be formed and become binding when it is signed by both Trivallis and the Successful Bidder.

6.5 Trivallis shall publish a Contract Details Notice within 30-days of entering into the Contract.

7 ABNORMALLY LOW TENDERS

7.1 In the event that Trivallis considers any part of a Bidder's Tender to be abnormally low for the performance of the Contract, Trivallis will ask the Bidder to explain the price/costs proposed in its Tender and demonstrate that it will be able to perform the Contract for the price offered. If following the assessment of the information provided by the Bidder, Trivallis still considers that a Tender price is abnormally low, Trivallis reserves the right to exclude the Tender from any further evaluation and from the Procurement Process.

Part 2 – Participation Evaluation

1 INTRODUCTION

- 1.1 The Procurement Specific Questionnaire in Part 1 of Section 5 has been designed to assess Bidders' legal, financial and technical ability to perform the Contract in accordance with Trivallis's Requirements.
- 1.2 Bidders are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date 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. Bidders must notify Trivallis immediately if it is unable to register on the Central Digital Platform and/or provide up-to-date information via the Central Digital Platform.
- 1.3 If a Bidder fails any section or question of the Participation Evaluation, the rest of the Bidder's Tender will not be evaluated, and the Bidder will be excluded from the Procurement Process.
- 1.4 If an Associated Persons, Connected Persons or Sub-contractors fails any section or question of the Participation Evaluation, the Bidder's Tender may not be evaluated and the Associated Persons, Connected Persons or Sub-contractors and/or Bidder may be excluded from the Procurement Process (subject to the provisions of sections 26 to 30 of the Act).
- 1.5 Please see Part 1 of Section 5 for detailed instructions as to who should complete each section/question of the PSQ.

2 VERIFICATION

- 2.1 Trivallis has permitted Bidders and Associated Persons, Connected Persons or Sub-contractors to self-certify certain information, including that there are no Mandatory Exclusion Grounds or Discretionary Exclusion Grounds for excluding their organisation. However, Trivallis reserves the right to request information at any time during the Procurement Process from any Bidder or Associated Persons, Connected Persons or Sub-contractors in order to verify any of the information provided in its PSQ Response, or any information subsequently provided by a Bidder to update its PSQ Response.
- 2.2 If the evidence is not provided upon request and without delay, or if the evidence does not confirm the information submitted by the Successful Bidder, Trivallis reserves the right to exclude the Successful Bidder from the Procurement Process and to award the Contract to the Bidder with the second highest total Tender percentage score.

3 MISREPRESENTATION

- 3.1 If a Bidder seriously misrepresents any factual information in filling in the PSQ and induces Trivallis to enter into the Contract, that Bidder may be excluded from the Procurement Process and from bidding for other contracts for three years.
- 3.2 If the Contract has been entered into, the Bidder may be sued for damages and the Contract may be rescinded. If fraud or fraudulent intent can be proved, the Bidder and/or its responsible officers may be prosecuted and convicted of the offence of fraud by false representation and the Bidder must be excluded from further procurement processes for five years.

4 PARTICIPATION CRITERIA

- 4.1 The Participation Criteria which will be used to evaluate each section/question of the PSQ will use one of the following forms of evaluation:
- 4.1.1 **Information Only** – these questions will not be scored but failure to complete and answer relevant questions may lead to the Bidder's exclusion - if any question is not applicable, please mark your response as N/A and provide a brief explanation;
- 4.1.2 **Pass/Fail** – if a Bidder fails any section/question, the PSQ Response may not be evaluated any further and the Bidder will be excluded from the Procurement Process. If an Associated Persons, Connected Persons or Sub-contractors fails any section/question, the related Bidder's PSQ Response may not be evaluated any further and the Associated Persons, Connected Persons or Sub-contractors and/ or Bidder may be excluded from the Procurement Process;
- 4.2 Please see the PSQ in Schedule 1 for the detailed Participation Criteria in relation to each section/question of the PSQ.

5 NAMED CONTACTS

- 5.1 Bidders are required to provide named contacts who should be able to confirm the accuracy of the information provided by Bidders in relation to a relevant contract example.
- 5.2 The Bidder agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts. Trivallis confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to legal or professional advisers, the Cabinet Office and/or other authorities defined by the Act, or pursuant to an order of the Court or demand made by any competent Trivallis or body, where Trivallis is under a legal or regulatory obligation to make such a disclosure.

6 BIDDER ARRANGEMENTS

- 6.1 Trivallis requires all Bidders to precisely identify in their PSQ Response on the basis that they will deliver the Contract requirements on their own, as part of a consortium or with a supply chain. Bidders must also make clear which entity the Bidder is proposing will enter into and execute the Contract.
- 6.2 Where a consortium or sub-contracting approach is proposed, where specifically indicated in the ITT, all information requested should be given in respect of the proposed prime/lead contractor or consortium leader. Relevant information should also be provided in respect of Associated Persons and/or Subcontractors.
- 6.3 Please note that Trivallis reserves the right to require the consortium to assume a specific legal form if it is successful in the Procurement Process as a condition of and prior to Contract award and/ or to require each member of the consortium to be jointly and severally liable for the delivery of the Contract and/ or require other forms of assurance or guarantee from each consortium member. Trivallis also reserves the right to call for collateral warranties in relation to sub-contractors.
- 6.4 Trivallis recognises that during the Procurement Process, a Bidder may wish to extend or modify its consortium or supply chain arrangements. If at any time during the Procurement Process, there are any changes or proposed changes to the consortium or supply chain arrangements and/ or in respect of any entities the Bidder is relying on to pass the PSQ, the Bidder (lead organisation) must immediately advise Trivallis in writing providing full details of the relevant change. Upon receipt of such information, Trivallis reserves the right to revisit the Participation Evaluation and reserves the right to require any newly proposed Associated Persons, Connected Persons or Sub-contractors to complete and submit the PSQ and then evaluate the new information using the Participation Criteria. As a result of this process, Trivallis may exclude a Bidder from the Procurement Process.

7 PARTICIPATION CRITERIA

- 7.1 The following table summarises the Participation Criteria to be applied to Tenders in the PSQ:

Participation Criteria		
Question	Section	Evaluation
1 - 4	Preliminary questions	Information only
5a & 5b	Debarment (suppliers on the debarment list and therefore answer yes to Question 5a, will be excluded from the tender. An answer yes to this question will mean a failure.	Pass/Fail
6	Confirmation of core supplier information	Information only

7 - 9	Additional exclusions information	Information only
10a & 10b	Debarment - associated persons on the debarment list, the buyer reserves the right to exclude suppliers whose associated persons are on the debarment list. An answer yes to this question will result in a failure.	Pass/Fail
11	List of intended sub-contractors	Information only
12a & 12b	Debarment subcontractors on the debarment list, the buyer reserves the right to exclude suppliers whose subcontractors are on the debarment list and do not remove them from the supply chain in order to proceed with the tender or contract. An answer yes to this question will result in a failure.	Pass/fail
13 - 14	Financial capacity	Information only
15	Financial capacity, credit score minimum threshold 40. A score below 40 will result in a failure.	Pass/Fail
16	Financial capacity	Information only
17	Insurance	Information only
18a	Legal capacity – Mandatory Ground for Exclusion. Any mandatory grounds for exclusion being confirmed will result in a failure.	Pass/fail
18b - 20	Legal capacity	Information only
21 -22	Technical Ability	Information only
23 & 23a	Technical Ability – UK Radon Qualification. Not having a UK Radon accreditation will result in a failure.	Pass/fail
24	Health and safety arrangements	Information only
25	Health and safety enforcement orders. A H&S enforcement order being placed on a bidder will result in a failure.	Pass/fail
26	Health and safety policy. All companies with over 5 employees must have a Health & Safety Policy. Not having a policy in place, for companies that have over 5 employees, will result in a failure.	Pass/fail

27 - 30	Health and safety	Information only
31 – 32	Environmental Management	Information only
33 – 35	Quality Management	Information only
36 – 37	Additional information- conflicts and blacklisting. A failure to declare and mitigate conflicts and being found to employed the practice of blacklisting will result in a failure.	Pass/fail
38 - 42	Additional information	Information only
43	Modern Slavery Act – convictions. A bidder found to have breached the legislation with an answer of yes to this question will result in a failure.	Pass/fail
44 – 46b	Modern Slavery Act	Information only
47 – 48c	The Housing Act – Specific Conflicts	Information only
49	Confirmations. A failure to upload a fully signed document will result in a failure.	Pass/fail

Part 3 – Quality evaluation

1 EVALUATION OF QUALITY REPOSESES

- 1.1 The Quality Questions are set out in Part 2 of Section 5.
- 1.2 Evaluators will score each Quality Question using the Assessment Methodology in paragraph 2 below and record their justification/commentary on their scoring sheet for each Tender.
- 1.3 Trivallis reserves the right (but not obliged to) seek clarification of any aspect of a Bidder's Tender during the evaluation period.
- 1.4 If the Evaluators have any Clarification Questions relating to any response, these will be notified to Bidders via the Portal with a set period for Bidders to respond. Failure by any Bidder to respond within the stipulated time period may lead to the Bidder's exclusion from the Procurement Process. Bidders will be required to answer such clarifications within the timescales required by Trivallis and a failure to do so may result in (a) the Bidder's Tender being evaluated without the information sought to be clarified and/or (b) the Bidder's Tender being disqualified and not considered any further.
- 1.5 Once clarification responses have been received by the Evaluators, each individual Evaluator will complete their evaluator scoring reports and pass these to the moderator who will chair a moderation meeting with the Evaluators.
- 1.6 During the moderation meeting, the moderator will discuss the scores allocated by the Evaluators with a view to reaching a consensus score for each response.
- 1.7 The final moderated score for each Quality Question will be multiplied by the relevant weighting multiplier (set out in the table in paragraph 3 in order to calculate the percentage weighted score for each Quality Question.
- 1.8 Please note that at each stage of the Evaluation, mathematical results will be rounded to two decimal places. For the purposes of rounding to two decimal places, if the number in the third decimal place is:
 - 1.8.1 0-4 (inclusive), then the number in the second decimal place will remain unchanged
 - 1.8.2 5-9 (inclusive), then the number in the second decimal place will be rounded up to the next number.
- 1.9 Where it is specified a minimum pass mark applies to either an individual Quality Question or the total Quality Criteria in its entirety, Trivallis shall reject any Tender which is not equal to or exceeds the relevant minimum criteria.

2 QUALITY CRITERIA ASSESSMENT METHODOLOGY

2.1 The Evaluators will evaluate each Quality Question using the Assessment Methodology below.

Using a 0 – 5 scoring system:	
0	The Tenderer fails to provide a response or provides a response of such a poor standard as to provide no confidence that they meet the requirements.
1	Although the response shows many but not all of the mark 2 requirements, the Tenderer provides a response which is considered to be of a poor standard and does not provide sufficient confidence that they meet the requirements.
2	A response with some clear strengths but giving some concern, because some of the following apply: <ul style="list-style-type: none"> • The sub-section is only answered in part; and/or • The approach described appears to only partially meet the requirement; and/or • The approach described appears not to deliver expected levels of (as appropriate) functionality, performance, environmental performance, outcome, ease of use or other relevant characteristics; and/or • The approach does not reflect accepted good practice; and/or • The response is insufficiently specific; and/or • The supporting documents (where requested) are of insufficient quality, depth or relevance.
3	An acceptable response, with some degree of weakness but where the weakness does not cause fundamental concerns and is outweighed by the strengths.
4	A good response where the strengths clearly outweigh any minor weakness(es), and the <u>majority</u> of aspects below apply: <ul style="list-style-type: none"> • All aspects of the sub-section are fully answered • The approach described fully meets the requirement • The approach reflects accepted good practice <p>The response is specifically tailored to the requirements and, where relevant, to the Organisation's specific circumstances.</p> <p>The approach offers good levels of (as appropriate) functionality, performance, environmental performance, outcomes, ease of use and other relevant characteristics; and</p> <p>The supporting documents (where requested) are of good quality, relevant and of sufficient depth.</p>
5	An excellent response with <u>all</u> relevant bullet points from a mark of 4 applying.

2.2 Important notes:

2.2.1 "Requirements" refer to (i) the requirements explicitly set out in an individual Quality Question and, where applicable (ii) any Specification requirements which have been cross-referred to in an individual Quality Question.

2.2.2 Each question will be scored out of 10 and then weighted in accordance with the table provided in paragraph 3.

2.2.3 The Evaluators are only able to award the scores set out in the table i.e. 0, 2, 4, 6, 8 and 10. No intervening marking is permitted e.g. an Evaluator could not award a score of 3 or 6.5.

2.2.4 If a response meets only part of the "Description" for a Quality Question it will be marked the lower score which it fully satisfies e.g. if a response "*meets all of the Requirements*" for a question but it is supported only "*mostly*" by clear evidence or other forms of assurance, then it will score a 6 and not a 10.

2.2.5 A minimum threshold technical score has been applied to this tender. If the total response to the Quality Questions scores 60% or less, the whole Tender will be excluded from the Procurement Process.

3 QUALITY EVALUATION QUESTION

Question no.	Criteria	To be scored out of	Weighting %	Word count limit
A	Organisational Experience	5	10	750
B	Methodology for Delivery	5	45	1500
C	Managing Risks	5	30	1250
D	Social Value	5	10	1000
E	Sustainability	5	5	750
F	Confirmations	Not Scored	Not Weighted	N/A

Part 4 Social Value Evaluation

1 EVALUATION OF SOCIAL VALUE REPONSES

1.1 The Social Value Question is **Question D** in the Quality Evaluation for this tender.

2 ASSESSMENT METHODOLOGY

2.1 The Evaluators will evaluate the Social Value Question using the Assessment Methodology below.

Using a 0 – 5 scoring system:	
0	The Tenderer fails to provide a response or provides a response of such a poor standard as to provide no confidence that they meet the requirements.
1	Although the response shows many but not all of the mark 2 requirements, the Tenderer provides a response which is considered to be of a poor standard and does not provide sufficient confidence that they meet the requirements.
2	A response with some clear strengths but giving some concern, because some of the following apply: <ul style="list-style-type: none"> The sub-section is only answered in part; and/or The approach described appears to only partially meet the requirement; and/or The approach described appears not to deliver expected levels of (as appropriate) functionality, performance, environmental performance, outcome, ease of use or other relevant characteristics; and/or The approach does not reflect accepted good practice; and/or The response is insufficiently specific; and/or The supporting documents (where requested) are of insufficient quality, depth or relevance.
3	An acceptable response, with some degree of weakness but where the weakness does not cause fundamental concerns and is outweighed by the strengths.
4	A good response where the strengths clearly outweigh any minor weakness(es), and the <u>majority</u> of aspects below apply: <ul style="list-style-type: none"> All aspects of the sub-section are fully answered The approach described fully meets the requirement The approach reflects accepted good practice <p>The response is specifically tailored to the requirements and, where relevant, to the Organisation's specific circumstances.</p> <p>The approach offers good levels of (as appropriate) functionality, performance, environmental performance, outcomes, ease of use and other relevant characteristics; and</p> <p>The supporting documents (where requested) are of good quality, relevant and of sufficient depth.</p>
5	An excellent response with <u>all</u> relevant bullet points from a mark of 4 applying.

2.2 Important notes:

2.2.1 "Requirements" refer to (i) the requirements explicitly set out in an individual Social Value Question and, where applicable (ii) any Specification requirements which have been cross-referred to in an individual Social Value Question.

Part 5 Pricing Evaluation

1 INSTRUCTIONS

- 1.1 Bidders are required to complete the Pricing Schedule contained in Part 4 of Section 5 of this ITT in good faith.
- 1.2 Bidders must provide a figure in each of the boxes in the Pricing Schedule and must not make any of the items subject to any assumptions or qualifications. If any figures or rates are expressed to be subject to any assumptions (or any other factors) or if the Pricing Schedule is not fully completed, Trivallis reserve the right to exclude the Tender from the Procurement Process.
- 1.3 If a box is left blank or a non-number entry is made e.g. a "-" then the Evaluators will for the purposes of the Pricing Evaluation treat that figure as a zero (0) and sum will be contractually binding on any successful Contractor.
- 1.4 All rates and prices must be exclusive of value added tax and must be quoted in GBP currency.
- 1.5 Pricing Responses must be fully inclusive of all staff, labour, transport, materials, sub-contractors, facilities, licensing, reporting, auditing, overheads, profit, tax and all such provisions as are necessary for delivery of the Works in accordance with the Specification and the Contract.

2 CLARIFICATION

- 2.1 Trivallis may, at its sole discretion, hold a pricing review stage following submission of Tenders, at which it may ask Bidders to clarify and/or explain elements of their pricing. Where it appears to Trivallis that a Bidder may have omitted any item(s) in error, Trivallis may (at its sole discretion) allow the Bidder to amend its pricing to include for such omitted items, provided that all Bidders shall be afforded the same opportunity. Trivallis will not enter into negotiations with Bidders and Bidders 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 Bidders' 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.

3 ABNORMALLY LOW

- 3.1 In the event that Trivallis considers any part of a Bidder's Tender to be abnormally low for the performance of the Contract, Trivallis will ask the Bidder to explain the price/costs proposed in its Tender and demonstrate that it will be able to perform the Contract for the price offered. If following the assessment of the information provided by the Bidder, Trivallis still considers

that a Tender price is abnormally low, Trivallis reserves the right to exclude the Tender from any further evaluation and from the Procurement Process.

4 PRICING CRITERIA

4.1 The Pricing Criteria will be evaluated on the basis of the Pricing Schedule.

4.2 The compliant Tender with the lowest price will receive the maximum score of 40%.

4.3 Thereafter, a relative approach will then be taken for the other Bidders with each Bidder's score calculated relative to the lowest price by using the following formula:

$$Price = Price Weighting (40\%) \times 1 - \left(\frac{\text{Lowest priced bid} - \text{Price of bid being evaluated}}{\text{Lowest priced bid}} \right)$$

4.4 Please note that at each stage of the Evaluation, mathematical results will be rounded to two decimal places. For the purposes of rounding to two decimal places, if the number in the third decimal place is:

4.4.1 0-4 (inclusive), then the number in the second decimal place will remain unchanged

4.4.2 5-9 (inclusive), then the number in the second decimal place will be rounded up to the next number.

4.5 By way of example only, the table below shows 4 differing Tenders (column A). Column C indicates the % awarded to each of the Tenders dependent on how far away from the lowest bid, column E calculates it into a weighted price score. This will be dependent on the weighting indicates at Column D which is for example purposes only.

A	B	C	D	E	F
Bidder	Submitted Bid (£)	Difference from Lowest Bid (£)	Unweighted Price Score %	Price Weighting %	Weighted price score %
Bidder A	£108,507	£42,822	60.54%	40%	24.22%
Bidder B	£65,685	-	100.00%	40%	40.00%
Bidder C	£79,386	£13,701	82.74%	40%	33.10%
Bidder D	£80,813	£15,128	81.28%	40%	32.51%

Section 5 Tender Pack

Part 1

PSQ

PSQ Part	Questions	Supplier Guidance	Pass/fail, scored or Information Only
Preliminary questions			
No	Wales Procurement Specific Questionnaire - Goods & Services	Guidance	
1	What is your name? (supplier name)		Information only
2	What is your Central Digital Platform unique identifier?	You must be registered on the Central Digital Platform (CDP).	Information only
3a	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.	Choose one of the following: - a single supplier (with or without sub-contractors) - part of a group or consortium	Information only
3b	If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide: a. the name of the group/consortium b. the proposed structure of the group/consortium, including the legal structure where applicable c. the name of the lead member in the group/consortium d. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)	If you selected "part of a group or consortium" for Q3a you are required to provide a response for each of the points stated in a - d .	Information only
4	Please confirm which lot(s) you wish to bid for?	Insert details or state N/A	Information only
5a	Are you on the debarment list?		Pass/Fail
5b	If your response to Q5a is yes, please provide details	Response required if you selected "yes" to question 5a.	Pass/Fail
Part 1 - Confirmation of core supplier information			

6a	<p>You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).</p> <p>This includes:</p> <ol style="list-style-type: none"> 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 <p>Please confirm that you have shared this information with us.</p>	<p>Suppliers participating in procurements must register on the central digital platform (CDP). Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting Trivallis via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at https://www.gov.uk/find-tender. This section of the PSQ provides confirmation that suppliers have taken these steps.</p>	Information only
6b	If your response to Q6a is yes, please insert reference / file name		Information only
Part 2 - Additional exclusions information			
Part 2 Associated/Connected Persons			
7	<p>Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).</p> <p>The conditions of participation are in guidance outlined in Part 3</p>	<p>Procurement legislation provides for an 'exclusion regime' and a published 'debarment' list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their connected persons) exclusions information via the Central Digital Platform (CDP). This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.</p> <p>If your response to Q7 is yes, please</p>	Information only

		complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable).	
8	For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.	Provide the names of each supplier/associated person and a brief description regarding condition(s) of participation you are relying on them to satisfy.	Information only
9	For each associated person, please confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download): a. basic information b. economic and financial standing information (if they are being relied upon to meet conditions of participation regarding financial capacity) c. connected person information d. exclusion grounds information Insert name(s) of supplier(s) and reference(s) / file name(s) or state N/A	A supplier will need to share additional exclusions information for any suppliers that they are relying on to meet the procurement's conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are 'associated persons' and their exclusions information must be shared with the contracting Trivallis.	Information only
10a	Are any of your associated persons on the debarment list?		Pass/Fail
10b	If your response to Q10a is yes, please provide details	Response required if you selected "yes" to question 10a.	Pass/Fail
Part 2B List of all intended sub-contractors			
11	Please provide: a. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain); b. their unique identifier (if they are registered on the Central Digital Platform), or otherwise, a Companies House number charity number, VAT registration number, or equivalent; and, c. a brief description of their intended role in the performance of the contract.	If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting Trivallis as soon as possible and at least by final tenders. Note: If you are not intending to sub-contract the performance of all or part of the contract then Q11 is not applicable.	Information only

12a	Please confirm if any intended sub-contractor is on the debarment list.	The debarment list can be found at: https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf Note: If you are not intending to sub-contract the performance of all or part of the contract then Q12a and b is not applicable.	Pass/Fail
12.b	If your response to Q12a is yes, please provide the sub-contractor(s) name and provide details.		Pass/Fail
Part 3 Procurement specific questions relating to conditions of participation			
Part 3A Standard questions			
Financial capacity			
13	Does your organisation's turnover in the last financial year exceed the value of the tender you are bidding for?	Please confirm if you meet these conditions of participation. If you are bidding as, or on behalf of a consortium please base your answer on consolidated data from relevant consortium members. Note: If you are successful you must be in a position to provide evidence if required, prior to contract award, and without delay.	Information only
14a	Are you relying on another supplier to act as a guarantor?		
14.b	If your response to Q14a is yes, please provide their name and evidence of their economic and financial standing.		
15	15 - Creditsafe Credit Score	Please confirm that your company meets the minimum threshold with a credit rating of 40 or above. If your score is lower than 40, please explain the reasons and why you should not be excluded from the process for this reason.	

16a	16a - 2 years Audited Accounts	Please upload 2 years audited accounts. For bidders who are exempt from audited accounts, please upload 2 years accounts, unaudited. If you have been trading for a shorter period, please upload accounts that are available for the period you have been trading.	Information only
16b	Please confirm what your acid-test ratio is. This information will be used as part of an assessment of your economic and financial standing.	<p>This ratio must be calculated from your last set of audited accounts. If you do not have audited accounts provide the ratio from your last set of year end accounts. The ratio is defined as: = (Cash + Accounts Receivable + Short Term Investments) divided by (Current Liabilities)</p> <p>Note: If you are successful you must be in a position to provide your acid test ratio prior to contract award, if required, and without delay, and to describe how you have arrived at this figure.</p> <p>If you are bidding on behalf of a consortium your answer should comprise an aggregate figure (sum of current assets divided by sum of liabilities) from all consortium members.</p>	
Insurance			
17a	<p>Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £10,000,000 Professional Indemnity Insurance = £5,000,000</p>	<p>There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: http://www.hse.gov.uk/pubns/hse39.pdf</p> <p>If you are successful you must be in a position to provide evidence of the required levels of insurance cover, prior to contract award and without delay.</p>	

17b	Provide details of your insurance already in place	If you are successful you must be in a position to provide evidence of the required levels of insurance cover, prior to contract award and without delay.	
17c	Provide details of your insurance, which would be obtained following contract award (including information on how you will obtain this insurance - e.g. a quote)	If you are successful you must be in a position to provide evidence of the required levels of insurance cover, prior to contract award and without delay.	
Legal capacity			
18a	Procurement Act 2023 Mandatory Exclusion Grounds (Please note if any of the mandatory exclusion ground apply to the bidding organisation, or members of the consortium, the tender will not progress and the supplier excluded from the process.)	Please confirm if any of the mandatory exclusion grounds applies to your organisation? https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html#summary-of-schedule-6---mandatory-exclusion-grounds	
18b	Procurement Act 2023 Discretionary Exclusion Grounds (The buyer reserves the right to exclude the supplier from the process, unless satisfactory evidence is provided that actions have been taken to remedy the discretionary exclusion matters).	Please confirm if any of the discretionary exclusion grounds apply to your organisation? https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html#summary-of-schedule-7---discretionary-exclusion-grounds	
18c	Evidence of remedies taken to mitigate discretionary exclusion grounds	Please upload evidence of mitigations, where applicable.	
19a	Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.		

19b	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects.</p> <p>Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> a. to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services b. to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data c. to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable d. to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place) e. to maintain records of personal data processing activities f. to regularly test, assess and evaluate the effectiveness of the above measures 	<p>Response required if you selected "yes" to question 19a for each of the points stated in a - f.</p>	
20	<p>Cyber Essentials Certification Scheme</p> <p>Please confirm that you currently meet, or will meet if you are successful, the requirements of the Cyber Essentials Certification Scheme or equivalent.</p> <p>http://www.cyberstreetwise.com/cyber-essentials.</p>	<p>The buyer may require you to meet the requirements of the Cyber Essentials Certification Scheme, or equivalent.</p> <p>If you are successful you must be in a position to provide evidence, if required, prior to contract award, and without delay.</p>	
Technical ability			

<p>21</p>	<p>Relevant experience and contract examples. Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).</p> <p>Please include the following for each contract:</p> <p>Name of customer organisation who signed the contract Name of supplier who signed the contract Point of contact in the customer's organisation Position in the customer's organisation Email address of contact in the customer's organisation Description of contract Contract start date Contract completion date Estimated contract value</p>	<p>Where this procurement is for goods or services, the examples must be from the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.</p> <p>For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member).</p> <p>If you cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 500 words please provide an explanation for this and how you meet the conditions of participation relating to technical ability – e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>	
<p>22</p>	<p>Experience of sub-contractor management Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement or any others used previously).</p> <p>The description should include the</p>	<p>Response required if you intend to sub-contract a proportion of the contract.</p> <p>Provide details or state N/A</p>	

	procedures you use to ensure performance of the contract.		
23	<p>Organisational Standards UK Radon and Radon Council Members. Bidders who are not qualified will not be able to proceed in the tender process and their tender will not be evaluated.</p>	<p>Organisational Standards</p> <p>In order to provide the services and works in this contract the supplier must be UK Radon and Radon Council Members Please confirm that your organisation and staff are suitably qualified.</p> <p>Please provide details here and upload certificates in 23a. If your organisation is waiting to be approved and or qualified, please give details."</p>	Pass/Fail
23a	23a – Certification/ evidence	Please provide certification / evidence relating to question 23	Pass/Fail
Health & Safety			
24a	<p>Health and Safety Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant).</p>	Please provide details	Information only
24b	If you wish to provide evidence of the procedures you use to monitor subcontractors' or consortium members' Health and Safety arrangements, you can do so here.		Information only
25a	<p>Health and Safety Enforcement Orders Has your organisation or any connected person been in receipt of enforcement/remedial orders in relation to the Health and Safety</p>		Pass/Fail

	Executive (or equivalent body) in the last 3 years?		
25b	If your response to Q25a is yes, please provide details of the enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.	Response required if you selected "yes" to question 25a.	Pass/Fail
26a	Health & Safety Policy Please confirm that your organisation has a Health and Safety Policy that includes the following? <ul style="list-style-type: none"> • A Policy Statement - signed and dated. • The Organisation and Responsibilities - how Health and Safety requirements are implemented. • The Arrangements – standards and procedures adopted in practice. 	If you are successful you must be in a position to provide evidence, if required, prior to contract award, and without delay.	Pass/Fail
26b	Please confirm that your Health and Safety Policy has been reviewed within the past two years.	Response required if you selected "yes" to question 26a.	Pass/Fail
26c	If you wish to attach a copy of your Health and Safety Policy, you can do so here.	Response required if you selected "yes" to question 26a and wish to upload a copy of your Health and Safety Policy.	Information only
27a	Do you have a nominated competent person responsible for Health & Safety advice?	If you are successful you must be in a position to provide evidence, if required, prior to contract award, and without delay e.g. CVs and copies of qualification certificates relevant to the role of H&S advisor. (If you are bidding on behalf of a consortium you will be required to provide requested information from all consortium members).	Information only
27b	If your response to Q27a is yes, please provide their name and contact details.	Response required if you selected "yes" to question 27a.	Information only
28	Control of Substances Hazardous to Health (COSHH) Please confirm that you have arrangements in place to manage chemicals used under the Control of	If you are successful you must be in a position to provide evidence, if required, prior to contract award, and without delay.	Information only

	Substances Hazardous to Health (COSHH) Regulations?		
29a	Health & Safety Training Do your staff receive induction and / or safety training before undertaking any work?	If you are successful you must be in a position to provide evidence, if required, prior to contract award, and without delay.	Information only
29b	Where you intend to sub-contract a proportion of the contract, please confirm if their staff will receive induction and / or safety training before undertaking any work?	If you are successful you must be in a position to provide evidence, if required, prior to contract award, and without delay.	Information only
30	Safety Schemes in Procurement (SSIP) Are you, or is your organisation (or consortium member, if applicable), registered with an industrial or occupational safety group, for example a member of the Safety Schemes in Procurement (www.SSIP.org.uk) or equivalent?	If you responded "yes" to question 30 you must (if requested) provide your membership number, your membership level, and other details of what your registration covers. If you are bidding as, or on behalf of a consortium you will need to provide, if requested, these details for your consortium members (if registered).	Information only

Environmental Management

31	Environmental Management System Do you operate in accordance with an Environmental Management System (EMS) that is certified by a UKAS-accredited (or national equivalent) organisation?	If you are successful, you must be in a position to provide evidence (if requested), prior to contract award, and without delay. If you are bidding as a consortium, you will be required to explain which of the members has the certification in place, and how this covers the work of the consortium.	Information only
32	Environmental Policy Do you have an environmental policy statement committing your organisation to a programme of improvement?	If you are successful, you must be in a position to provide evidence (if requested), prior to contract award, and without delay. If you are bidding as a consortium, you will be required to explain how this covers the work of the consortium.	Information only

Quality Management

33	Quality Management Policy Do you operate in accordance with a Quality Management System that is certified by a UKAS-accredited (or national equivalent) third party against ISO 9001 or an equivalent standard?	If you are successful you must be in a position to provide evidence (if requested), prior to contract award, and without delay.	Information only
34	Do you have a documented process designed to ensure that the quality of your products or services is consistent?	If you are successful you must be in a position to provide evidence (if requested), prior to contract award, and without delay.	Information only
35	If you are bidding on behalf of a consortium please confirm that you have documented processes in place to adequately manage relationships with your members (e.g. any systems used to ensure prompt communication, accountability and swift resolution of disputes).	If you are successful you must be in a position to provide evidence (if requested), prior to contract award, and without delay.	Information only
Additional information			
36a	Conflicts of interest: duty to identify Are you aware of any conflict of interest within the meaning of section 81 - 82 of the Procurement Act ?	You must notify the contracting Trivallis of any conflict of interest or potential conflict of interest e.g. if you, or a connected person has advised the contracting Trivallis or otherwise been involved in the preparation of the procurement procedure.	Pass/Fail
36b	If your response to Q36a is yes, please provide details	Response required if you selected "yes" to question 36a.	Pass/Fail
37a	Blacklisting Have you, or any connected person been found to have employed the practice of 'blacklisting' in the last three years?		Pass/Fail
37b	If your response to Q37a is yes, please confirm: a. when the breach occurred b. if this has been established by a judicial decision having final and binding effect; and c. the measures you have taken to demonstrate your reliability e.g. self-cleaning.	If you selected "yes" to question 37a you must provide details of the points stated in a - c.	Pass/Fail

38	Equalities training Do all employees (including those from your consortium members where relevant) that come into contact with the public, or with a client's staff members, receive equalities training?		Information only
39	Welsh Language Please confirm that you currently meet, or will meet if you are successful, the requirements of the Welsh language measure.	If you are successful, you must be in a position to provide evidence (if requested), prior to contract award, and without delay.	Information only
40	Intentionally omitted	No response required	N/A
41	Apprenticeships Please confirm if you will be supporting apprenticeships and skills development through this contract?	If successful you must (if requested) provide documentary evidence to demonstrate your commitment to supporting apprenticeships and skills development.	Information only
42	Supply Chain Support Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships?	If you are successful you must be in a position to provide evidence (if requested), prior to contract award, and without delay.	Information only
43	Modern Slavery Act A	Has your organisation been convicted of breaching The Modern Slavery Act 2015, or had any notice served upon it, by any regulator or authority (including local authority)?	Pass/Fail
44	Modern Slavery Act B	If your answer to the question 'Modern Slavery Act 1a' is "Yes", please provide details in of any remedial Action or changes you have made as a result of conviction or notices served. Trivallis Ltd will not select bidder(s) that have been prosecuted or served notice under the Modern Slavery Act, unless satisfied that appropriate remedial Action has been taken to prevent future occurrences/breaches.	Information only

45a	Modern Slavery Act C	<p>If you use sub-contractors or suppliers of goods and services, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of The Modern Slavery Act 2015</p> <p>You may be required to provide evidence if successful</p> <p>Do you take steps to ensure that members of your supply chain do not make agreements with other economic operators aimed at distorting competition as described in Schedule 7 of the Procurement Act 2023, paragraphs 7-9?</p>	Information only
45b	Modern Slavery Act D	Does your organisation have an Anti-trafficking/slavery policy (or incorporated as part of another policy) which details your organisations and your supply chains obligations in regards of The Modern Slavery Act 2015, which is Actively promoted and adhered to within your organisation.	Information only
46a	Modern Slavery Act E	If you answer no to - 'Modern Slavery Act 2015 - Question 45b' please provide details of what plans you have to develop a policy.	Information only
46b	Modern Slavery Act F	If you use sub-contractors or suppliers of goods and services, do you have processes in place to check whether any of these organisations have an anti-trafficking/slavery policy (or equivalent) which is actively promoted and adhered to within its organisation	Information only

		If successful you may be required to provide evidence.	
47a	The Housing Act	Have any of the proprietors or those in management positions in the business been employed by any part of Trivallis Ltd either currently or in the last 12 months? Please see question 48c to provide details if you answer yes to this question.	Information only
47b	The Housing Act	Do any of the proprietors or those in management positions in the business have a partner or relative who has been employed by any part of Trivallis Ltd either currently or in the last 12 months? Please see question 48c to provide details if you answer yes to this question.	Information only
48a	The Housing Act	Do any of the proprietors, those in management positions in the business or their partner or relative have any involvement in any other company that provides goods or services to Trivallis Ltd? Please see question 48c to provide details if you answer yes to this question.	Information only
48b	The Housing Act	Are you (if an individual) or any of your directors, partners, shareholders, owners, officers, employees, agents or associates (if an organisation) related or connected to any elected officials of the buyer or any officers of the buyer involved in the procurement? Please see question 48c to provide details if you answer yes to this question.	Information only
48c	The Housing Act	If you answered "yes" to questions 47 -48 please provide details on a .pdf or word document.	Information only
Confirmations			

49	<p>I confirm that:</p> <p>(a) to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading;</p> <p>(b) upon request and without delay I will provide any additional information requested of us;</p> <p>(c) I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement; and</p> <p>(d) I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement.</p>	Confirmation must be provided to achieve a pass.	Pass/Fail
	Full name		
	Role		
	Phone number		
	email address		
	Postal address		

Part 2
Quality Questions

[QUALITY QUESTIONS FOR PARTICULAR TENDER TO BE INSERTED HERE]

Question A – Organisational Experience – 10%

The Requirement

Trivallis requires that the Service provider selected has previous experience of delivering services of a similar nature, duration and value to organisations - Specifically working as the Principal Service Provider.

Your response must detail how you propose to meet this requirement.

Response Guidance

Trivallis requires that the contractor selected has previous experience of delivering services of a similar nature, duration, and value to organisations - Specifically working as the Principal Contractor. Trivallis also require the ability to be able to contact these previous customers to obtain a reference if required. In the Qualification section of this tender in Etender Wales question 21 you have been asked to give 3 examples of contracts that make you qualified to undertake this contract, we now wish for you to expand with more detail.

For each relevant contract provide details of:

- Works on tenanted properties delivered
- Period over which the contract was delivered
- Contract value
- Give an examples of this type of works delivered for social housing

Your response must not exceed 750 words – 250 words per example

Question B – Methodology for Delivery – 45%

The Requirement

Please submit a process which details how you plan to deliver the services and works required for Trivallis, providing a detailed description of the methodology (or methodologies) to be used to provide the required services.

Your response must detail how you propose to meet this requirement.

Your response must detail how you propose to meet this requirement.

Response Guidance

Bidder responses should detail:

- How you will meet the specification for delivering the services and works
- Supplier and staff relevant accreditations and qualifications
- Process on delivery of services and works
- Allowance for access issues
- Allowance for work with vulnerable tenants
- Key Staff information including CV's of key operatives that will be working in the delivery of this requirement

Word limit – 1500 words

Question C – Managing Risks - 30%

The Requirement

Due to the nature of the requirement the Service provider is likely to come in to contact with various risks during the delivery of the contract.

Your response must detail how you propose to meet this requirement.

Your response must detail how you propose to meet this requirement.

Response Guidance

- Please identify the main issues and areas of risk encountered when delivering works similar to the specification
- Describe how these main issue and risks were managed and overcome.

Word Limit – 1250 words

Question D – Social Value - 10%

The Requirement

At Trivallis, our approach to procurement is deeply rooted in the principles of social value and community benefits. We understand the potential for collaborative investments with external stakeholders to make a positive impact on well-being.

To align with the Trivallis commitment to well-being impact and community benefits, we have developed a Wellbeing Impact menu of options (Annex 10 of tender documents).

Your response must detail how you propose to meet this requirement.

Response Guidance

- Please explain how you have delivered social value on previous public sector contracts.
- Please confirm which Wellbeing Impact menu option(s) you will choose for each year of the contract and how you intend to deliver this social value in practice; please give as much detail as possible with timescales.

Word limit 1000

Question E – Sustainability - 5%

The Requirement

Trivallis we are striving to be sustainable and meet all our own and governmental targets. This includes sustainable procurement. We are assessing bidders on activities they are doing or planning to do to reduce carbon and be more sustainable.

Your response must detail how you propose to meet this requirement.

Response Guidance

- Please describe the specific steps your company is taking to reduce its environmental impact across your operations and supply chain.
- Please consider in your response any activities or strategies you have relating to (not an exhaustive list, other examples can be given):
 - Renewable energy use
 - Being more energy efficient
 - Reuse and recycle initiatives
 - Conserving Water initiatives
 - Use of low carbon transport options
 - Encouraging sustainability practices with employees and suppliers

Word Limit 750

Question F – Confirmations

The Requirement

The Requirement

Within their proposals Tenderer's are requested to read, sign and return Annex 11 – Form of Tender and Confirmations Document

Bidders must upload their completed Annex 11

Part 3
Social Value Questions

Social Value Question is **Question D** in the quality questions section Part 2.

Part 4
Price

Commercial Envelope

The Requirement

Suppliers are required to complete the following documents in **the commercial envelope** of tender Wales

COMMERCIAL PRICING – RADON PROTECTION SERVICES

Your response must include the points listed below:

Response Guidance

- The prices submitted in the document should reflect the role of the Radon Protection Advisor and all other associated duties under this responsibility and written in the Radon Protection Services Specification.
- Bidders must complete the yellow shaded cells on the "breakdown tab".
- All prices are GBP
- All prices are excluding VAT
- Contractor should note: Items of work are not comprehensively described.
- It is the responsibility of the Contractor to assess the full scope of work necessary as may be reasonably ascertained including temporary works and all making good of structure and any disturbance to finishes. All risk must be accounted for within the inclusive costs.
- The Contractor must allow in the prices for making good to any of the structure disturbed.
- Suppliers are to refer to the following documents in order to support their pricing submission;

ANNEX 1 PRE-CONSTRUCTION INFORMATION

ANNEX 2 GENERAL SPECIFICATION FOR RADON SERVICES

ANNEX 3 COMMERCIAL PRICING – RADON PROTECTION SERVICES

ANNEX 4 RADON TESTING NEC OPTION A DRAFT CONTRACT

ANNEX 5 KPI'S

ANNEX 6 TRIVALLIS CODE OF CONDUCT FOR CONTRACTORS

ANNEX 7 SCORING GUIDANCE

ANNEX 8 TRIVALLIS PAYMENT GUIDANCE

ANNEX 9 DATA PROTECTION GDPR UPDATES

ANNEX 10 SOCIAL VALUE & WELLBEING IMPACT DOCUMENT

ANNEX 11 FORM OF TENDER Certificate of Non-collusion and Non-canvassing and
Conflict of Interest Declaration

Part 5 – Commercially sensitive information

Document / information	Reason why it is commercially sensitive	Proposed duration for which it is commercially sensitive

Part 6

**Form of Tender, Certificate of Non-collusion and Non-canvassing and Conflict of Interest
Declaration**

This form is to be signed and uploaded in the Quality Section via Etender Wales at Question F.

Copy of the form which is Annex 11 below for **information only**.

Trivallis.

Form of tender and confirmations

TRIV2025-02 Radon Protection Services Testing

Bidders should note there are **3** sections that constitute the Complete Form of tender and confirmation document as listed Below:

FORM OF TENDER
COLLUSIVE TENDERING CERTIFICATE
CANVASSING CERTIFICATE

Examples of Conflicts of Interest

Involvement, in the context of conflicts of interest, may relate to any stage in the commercial lifecycle including preparation and planning, publication, selection and award and contract implementation.

Individuals must avoid placing themselves in a position where there is a conflict between their personal and/or outside interest and their official duties in a procurement and must comply with internal policy relating to gifts, hospitality and conflicts of interest at all times.

Examples of conflicts of interest may include, but are not restricted to:

- If you are a current or previous employee of a company, or have a member of your family, your partner (married, civil partnership or not), your siblings, your children, or any close personal or professional relationships that are an employee of a company, that is seeking to do business with Trivallis Ltd.
- If you, or a member of your family/friends (as set out above), has a financial interest in a company that is seeking to do business with Trivallis Ltd.
- A former employee or director of Trivallis forms part of or is involved in a tender of another bidder.
- A former employee or director of one bidder forming part of a tender or is involved in a tender of another bidder.
- If you, or a member of your family/friends (as set out above), have a financial relationship of any kind with a company seeking to do business with a Contracting Authority.

Trivallis are committed to ensuring transparency and adherence to conflict-of-interest guidelines in all procurement activities. Where actual or potential conflict is identified, then Trivallis will take appropriate measures to prevent or remedy such actual or potential conflicts of interest to ensure equal treatment of all bidders. This could include removing certain individuals from being involved in the procurement.

which may include the relevant bidder to take such reasonable steps that Trivallis require them to take (for example, that they remove certain individuals from being involved in their bid and/or that they enter into an ethical wall agreement).

FORM OF TENDER

1. I/We the undersigned return this Tender and acknowledge and understood each of the supporting annex documentation:

ANNEX 1 PRE-CONSTRUCTION INFORMATION
ANNEX 2 GENERAL SPECIFICATION FOR RADON SERVICES
ANNEX 3 COMMERCIAL PRICING – RADON PROTECTION SERVICES
ANNEX 4 RADON TESTING NEC OPTION A DRAFT CONTRACT
ANNEX 5 KPI'S
ANNEX 6 TRIVALLIS CODE OF CONDUCT FOR CONTRACTORS
ANNEX 7 SCORING GUIDANCE
ANNEX 8 TRIVALLIS PAYMENT GUIDANCE
ANNEX 9 DATA PROTECTION GDPR UPDATES
ANNEX 10 SOCIAL VALUE & WELLBEING IMPACT DOCUMENT
ANNEX 11 (THIS DOCUMENT)
ANNEX 12 INVITATION TO TENDER (ITT) RADON PROTECTION SERVICES

Commercial Pricing Document – ANNEX 3 COMMERCIAL PRICING – RADON PROTECTION SERVICES

2. I/We the undersigned return this Tender both acknowledge and understood the proposed contract form as laid out in **ANNEX 4 RADON TESTING NEC OPTION A DRAFT CONTRACT**
3. I/We also accept the form of contract for the delivery of the contract as provided in Annex 4 and propose no changes or amendments to the form of contract in Annex 4.
4. I/We the undersigned return this Tender and acknowledge that we are bound by our proposals submitted and to the requirements laid down in the Invitation to Tender.
5. I/We the undersigned hereby offer to undertake the works and services requested to be provided and performed by Trivallis Ltd in accordance with the Contract in the form provided in the tender.
6. I/We the undersigned agree that this Tender shall remain open to be accepted or not by Trivallis Ltd and shall not be withdrawn for a period six (6) months from the return date, or such longer period as may be agreed with Trivallis Ltd.
7. I/We the undersigned undertake to execute a Contract, for the proper and complete fulfilment of the Programme or any part or parts thereof, as you may in your absolute discretion award to us.
8. I/We the undersigned acknowledge that Trivallis Ltd are not bound to accept the lowest or any Tender it may receive and reserves the right at its absolute discretion to accept or not to accept any tender submitted.
9. I/We the undersigned confirm the following statements:
 - 1 That your proposal is a bone-fide genuine tender submission, and that no collusion or price fixing activities have been undertaken.

- 2 That no conflict of interest exists between your organisation (and your representatives) in providing the specified services within this document.
- 3 That pricing will be held for the duration of the contract/appointment.
- 4 That the bidder is a suitably qualified and experienced contractor that is UK Radon and Radon Council members and the lab that will be used for testing will be UKHSA accredited
- 5 That the bidder can meet the insurance requirements of Trivallis as stated within the PQQ.
- 6 That the bidder or successful organisation will not be able to novate the contract before the commencement of works and within the first 12 months of the contract.
- 7 That the bidder can secure a performance Bond or parent company guarantee if requested to do so by Trivallis.
- 8 That the bidder has agreed to comply with the Trivallis Wellbeing impact initiatives.

COLLUSIVE TENDERING CERTIFICATE

The essence of the public procurement process is that Trivallis Ltd shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle and in submitting the Form of Tender I/We warrant this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also confirm that I/We have not done and undertake that I/We will not do at any time any of the following acts:

Communicate to a party other than Trivallis Ltd on the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance), enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted, or offer or agree to pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Certificate:

The word "person" includes any person, body or association, corporate or incorporate.

The phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.

CANVASSING CERTIFICATE

I/We certify that I/We have not canvassed or solicited any member, officer, employee or agent of Trivallis Ltd in connection with the award of this Contract for the works and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not prior to the conclusion of the Provider selection process canvass or solicit any such member, employee or agent of Trivallis Ltd in connection with the award of the Framework or any proposed Call Off Contract and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed for and on behalf of the Tenderer:

Signature:

Position:

On behalf of:

Date:

Section 6 – Documentation

Part 1 – Specification

The logo for Trivallis, consisting of the word "Trivallis." in white text on a teal square background.

Specification for – Radon Services

Contents

Introduction

Scope

Responsible Person Radon Safety

Risk Assessment

Monitoring Programme

Placement

Returning

Remedial Works

Exposure (Staff)

Frequency of Monitoring

Maintenance of Records

Introduction

This specification sets out the strategy to minimise the risk from exposure to radon and its decay products to employees and persons using Trivallis properties.

This specification should be used in conjunction with any relevant legislation, Approved Codes of Practice, Health and Safety Executive (HSE) / Public Health England (PHE) guidance and other recognised procedures relating to the presence of radon in buildings.

Within the United Kingdom natural radioactive decay within rocks and soils can give rise to higher concentrations of radon gas. Areas where it is estimated by PHE that 1% or more of homes have a radon level above 200 Becquerel's/m³ (Bq/m³) are designated 'radon affected areas'.

The workplace action level specified in the Ionising Radiations Regulations (IRR) is 300 Bq/m³ as an annual average. Employers should make it unlikely that employees will receive a dose greater than 1millisievert (mSv) per year.

The recommended residential action level is 200Bq/m³ annual average.

Scope

Identifying and monitoring all Trivallis properties that may be affected by radon.

- Having clear procedures in place for the management of radon in affected buildings.
- Assisting Trivallis in developing and maintaining records of radon gas levels in Trivallis premises.
- Assisting Trivallis in maintaining a central database of all records.
- Providing suitable information and advice to employees and other persons likely to be exposed to levels of radon gas in Trivallis premises.
- **To act as the recognised Radiation Protection Adviser (RPA) on behalf of Trivallis**
- Ensuring that any remedial measures put in place to reduce the level of radon in a property are monitored and maintained effectively.
- Reviewing reports and providing necessary actions to manage the risk

Responsible Person Radon Safety

The RPA must hold a valid certificate of competence from an organisation recognised by the Health and Safety Executive as an Assessing Body for the certification of individual RPAs.

The role of the RPA is to provide advice to Trivallis about protection of its employees and the public from harmful effects of ionising radiation. The scope of advice given will include:

- Ensure so far as is reasonably practicable that a Radon Safety Management System is established and maintained.
- Advise Trivallis on the resources required to maintain Radon Safety Management.
- Assist Trivallis to ensure effective management systems are in place to ensure the operating procedures for the management of the risk from radon in Trivallis properties.
- To provide monitoring, remedial installation, maintenance and record keeping of the identified premises radon levels will be carried out in a manner that maintains a safe working environment for employees and others who occupy the identified premises.
- Management of the radon policy and procedures.
- Provide advice and guidance and information to Trivallis staff and tenants when required.
- Ensure that any training requirements are undertaken is suitable and appropriate.
- Implementation of radon monitoring surveys.
- Maintain an effective record system.
- Undertaking and reviewing risk assessments
- Implementation of measures, where necessary to restrict access to radon affected areas.

And to provide:

- Critical appraisals by means of formal audits to agreed standards and less formal visits of laboratories, rooms, sources, and stores.
- Reviews of radiation safety management systems and quality systems, particularly in connection with waste management policy and procedures.
- Support in the event of emergencies and incidents.

Risk Assessment

Trivallis premises will be risk assessed to identify the potential for the presence of radon gas. The assessment will refer to the Public Health England's indicative atlas of radon in England and Wales which indicates the likely extent of the local radon hazard in all buildings within 1km grid squares.

Where identified premises that reside within shaded areas will as part of the risk assessment be monitored for the potential for radon gas.

Monitoring Programme

Radon monitoring will be carried out at suitable intervals commensurate with the risk based upon published geological information, radon data, and/or previous monitoring results.

Trivallis will supply a programme each year with all properties over the 1% risk category and under subject to budget will also include those properties under 1% risk.

All Trivallis premises where employees are permanently based, in radon affected areas will be monitored for the presence of radon.

Premises in areas not designated as 'radon affected' will be regularly reviewed and may be monitored based on an assessment of the risk.

In premises where the level of radon is found not to be above the relevant action level as specified in current legislation, re-monitoring will be carried out based on an assessment of the risk.

The Contractor will be used to place and return the detectors and Tenants will be given advice on how these are to be sited within the property.

Placement

The preferred method of managing Radon test programs by a service provider is through a process and system with following characteristics;

- Each radon detector has a unique reference code (barcoded) which is to be used in a single property, during one testing cycle, only.
- The location and status of each radon detector is to be recorded through its barcoded unique reference including but not limited to;
 - Date of delivery to service provider by detector manufacturer
 - Date and position of placement in property
 - Date radon detectors are removed (either by collection by engineer or by return shipment by resident) from property
 - Date received back at service provider
 - Date handed to testing laboratory
 - Date test results were supplied to service provider by testing laboratory
- Route planning placement and collections of radon detectors from selected properties within the program is to be done using integrated route planning software, able to auto generate job instructions for field engineers and appointment communication to residents.
- Field engineers placing and / or collecting radon detectors are to perform their site visits using a digital application which records following real time
 - No access information including photographic proof
 - Capturing data of placement of radon detectors recording the unique reference and its position within the property with the ability to record photographic evidence
 - at point of collection of radon detectors, a positive identification, through barcode scanning, is required in order to ensure collection of the originally placed unit.
- At any point during the lifetime of any Radon testing program the service provider will have to be able to supply detailed program status reports per property.
- All data recorded is to be available for analysis
 - By program/project basis
 - By property
 - By detector pod number
 - Of mitigation requirement
 - Of future retesting requirements
- The entire process of program and route planning, on site placement and collection of detectors, recording of test results and collection and reporting of data is to be done within a single software application.
- All relevant information is to be made available through a portal for direct enquiry of real time information by customer.

Returning

Once the monitors have been in place for the allotted time, they are to be collected in person and returned by the RPA/Contractor for documentation and then forwarded to an independent laboratory for analysis.

Remedial Works

Premises where remedial measures have been installed to reduce the level of radon will be immediately monitored to assess that such measures are functioning correctly and effectively.

Premises where remedial measures are in place to reduce the level of radon will be monitored on a regular basis to ensure that remedial measures remain effective.

Where mechanical ventilation is installed to reduce radon levels Trivallis will keep a record of any checks carried out to ensure the ventilation is operating as intended.

Exposure (Staff)

An employee should not receive an effective radiation dose greater than 1mSv per year from the workplace. Anyone required to work in a radon affected area will be required to record their time spent in that area on the personal exposure record form. (The risk is cumulative. short, infrequent visits are not of concern).

From the site-specific risk assessment and time spent in the affected area, the cumulative dose can be calculated.

If a cumulative dose of 0.5 mSv is reached (i.e. 50% of the annual allowable dose) then their line manager should be informed.

Frequency of Monitoring

The frequency of monitoring will be determined by risk assessment for each individual property. Generally, these guidelines will be followed: -

Where levels of radon are found to be significantly less than 300 Bq/m³ (200 Bq/m³ for residential premises) at the initial measurement, the monitoring of radon levels will be monitored at 10-year intervals.

Re-monitoring will be undertaken after any significant refurbishment or change of use Where radon levels are found to be above the action level 300 Bq/m³ (300 – 1000 Bq/m³) for commercial premises or 200 Bq/m³ (200 – 500 Bq/m³) for residential premises following the initial measurement a Radiation Protection Advisor will be consulted where necessary and steps will be taken to immediately manage the occupational exposure of persons affected.

Where an engineering remedial solution is identified as the most appropriate reduction method, this will be undertaken as soon as practically possible. After the engineering solution has been installed, direct

monitoring of the radon levels will be undertaken to assess the effectiveness of the measures to ensure the effectiveness of the remedial measures. Monitoring will be undertaken for 6 months following the remedial work installation, then annually for 3 years and thereafter at suitable intervals. Re monitoring will be undertaken after any significant refurbishment or change of use.

Where levels are above 1000 Bq/m³ commercial properties (500 Bq/m³ for residential premises) a Radiation Protection Advisor will be consulted where necessary and steps will be taken to immediately manage the occupational exposure of persons affected.

Closure or restrictions of entry to the affected area will be considered.

Where restrictions on entry are implemented, personal monitoring will be carried out.

Where an engineering remedial solution is identified as the most appropriate reduction method, this will be undertaken as soon as practically possible. After the engineering solution has been installed, direct monitoring of the radon levels will be undertaken to assess the effectiveness of the measures.

Re monitoring will be undertaken after any significant refurbishment or change of use.

Maintenance of Records

The data will be held on Trivallis Dynamics System

The radon gas data base will contain: -

- Details of the property including the unique property reference number
- The historic details of the property's radon level measurements.
- Monitoring frequency last and due dates
- Risk posed by the property's location and occupation

In line with the Ionising Radiation Regulations radon levels in excess of the relevant action levels will be notified to the Health and Safety Executive.

Part 2 – Contract

Dated **2025**

1. **Trivallis**

2.

Form of NEC Option A Works Contract

(Third Edition April 2013)

Relating to: Radon Protection Services Testing

Hugh James

Hodge House

HUGH | JAMES

114-116 St Mary Street

Cardiff CF10 1DY

THIS AGREEMENT dated the day of **2025**

is between:

1. **Trivallis of Ty pennant, Mill Street, Pontypridd. CF37 2SW** ("the Employer") and
2. (Company No.) of ("the Contractor")

This Agreement relates to works to be undertaken by the Contractor for the Employer in respect of the following project (subject to any variations in accordance with this Agreement):-

The successful contractor will be required to satisfy and undertake the following:

Having clear procedures in place for the management of radon in affected buildings.

Assisting Trivallis in developing and maintaining records of radon gas levels in Trivallis premises.

Assisting Trivallis in maintaining a central database of all records.

Providing suitable information and advice to employees and other persons likely to be exposed to levels of radon gas in Trivallis premises.

To act as the recognised Radiation Protection Adviser (RPA) on behalf of Trivallis

Ensuring that any remedial measures put in place to reduce the level of radon in a property are monitored and maintained effectively.

Reviewing reports and providing necessary actions to manage the risk

(referred to below as "the Project").

IT IS AGREED as follows:-

1. This Agreement incorporates:-
 1. the core clauses of the Institution of Civil Engineers' NEC Engineering and Construction Contract (third edition April 2013) main option clause A (Priced Contract with Activity Schedule), Resolution Option W2 and secondary options clauses X2, X7, X16, X20, Y(UK)2 and Z (and, for the avoidance of doubt, all other secondary option clauses shall not apply);
 2. the Contract Data Part One as set out in Appendix 1 to this Agreement;

3. the Works Information as set out in Appendix 2 to this Agreement;
 4. the Key Performance Indicators as set out in Appendix 3 to this Agreement;
 5. the Contract Data Part Two set out in Appendix 4 to this Agreement;
 6. the Activity Schedule as set out in Appendix 5 to this Agreement];
 7. the Processing of Personal Data as set out in Appendix 6 to this Agreement;
 8. the Successful tenderers tender documentation as set out in Appendix 7 to this Agreement;
2. The *Employer* will pay the *Contractor* the amount due in accordance with this Agreement.
 3. This Agreement supersedes any previous agreement between the Parties in relation to the services.
 4. The terms of this Agreement may only be varied by an express written agreement to that effect executed as a Deed by the *Employer* and the *Contractor*. No waiver, estoppel, acceptance, or other ground on which the *Employer* may be said to have lost its right to insist on its strict rights under this Agreement, shall have such effect unless expressly so executed as a variation to this Agreement as stated above.
 5. The *Employer* may assign the benefit of this Agreement to any successor body exercising its functions. The *Contractor* may not assign the benefit of this Agreement without the consent of the *Employer*.
 6. If there is any ambiguity or inconsistency in or between the documents comprising this Agreement, the priority of the documents is in accordance with the following sequence:
 - this Agreement
 - the completed Contract Data Part One (including Z clauses)
 - the conditions of contract
 - the Works Information
 - the completed Contract Data Part Two

- any other document forming part of the contract

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

By hereunto affixing THE COMMON SEAL of

TRIVALLIS

in the presence of:

Authorised Signatory Name:

Authorised Signatory Signature:

Authorised Signatory Name:

Authorised Signatory Signature:

Executed as a deed by

Successful Supplier

acting by:

Director Name:

Director Signature:

Director/Company Secretary Name:

Director/Company Secretary Signature:

APPENDIX 1

Contract Data Part 1

This Contract Data Part 1 will apply to Contracts awarded under main Option A: Priced contract with activity schedule of the NEC Engineering and Construction Contract (Third Edition April 2013)

Statements given in all contracts

1. General

- The *conditions of contract* are the core clauses for main Option A, dispute resolution Option W2 and secondary Options **X2, X7, X16, X20, Y(UK)2 and Z** of the NEC Engineering and Construction Contract (April 2013)

[EMPLOYER TO CONFIRM REQUIREMENT FOR, X7 and X20 FOR EACH INDIVIDUAL PROJECT]

- The *works* are **to undertake services comprising of the identifying and monitoring all Trivallis properties that may be affected by radon.**

- The *Employer* is

Name **Trivallis**

Address **Ty pennant,**

Mill Street,

Pontypridd.

CF37 2SW

- The *Project Manager* is

Name **Christian Jones**

Address **Ty pennant,**

Mill Street,

Pontypridd.

CF37 2SW

- The *Supervisor* is

Name **Lee Dando**

Address **Ty pennant,**

Mill Street,

Pontypridd.

CF37 2SW

- The Adjudicator **is to be appointed in accordance with clause W2.2 (3).**
- The Works Information is in **Appendix 2.**
- The Site Information **As issued by Task Order**
- The *boundaries of the site* **Cartilage of properties as issued by task order**
- The *language of this contract* is **English.**
- The *law of the contract* is the law of **England and Wales [as applied in Wales], subject to the jurisdiction of the courts of England and Wales.**
- The period for reply is **2 weeks.**
- The *Adjudicator nominating body* is **The Royal Institute of Chartered Surveyors**
- The *tribunal* is **litigation**

- The following matters will be included in the Risk Register:

No access, Supplier delays

3 Time

- The *starting date* is **01 April 2026**
- The *access dates* is **01 April 2026**
- The *Contractor* submits revised programmes at intervals no longer than **4** weeks.

4 Testing and Defects

- The *defects date* is **52** weeks after the Completion of the whole of the works.
- The defects correction period is **4** weeks **or as agreed between the Project Manager and the Contractor**

5 Payment

- The *currency of this contract* is **pounds sterling (£)**.
- The *assessment interval* is **a calendar month**.
- The *interest rate* is 2% per annum above the **base rate of Bank of England**

8 Risks and insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any event is £10,000,000 (each and every occurrence)
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract is £10,000,000.

Optional statements

If the *Employer* has decided the completion date for the whole of the works

- The *completion date* for the whole of the *works* is **TBC**

If the *Employer* is not willing to take over the works before the Completion Date

- The *Employer* is not willing to take over the *works* before the Completion Date

If no programme is identified in part two of the Contract Data

- The *Contractor* is to submit a first programme for acceptance within **2** weeks of the Contract Date

If the *Employer* has identified work which is to meet a stated condition by a key date

- The *key dates* and *conditions* to be met are

condition to be met

key date

If there are additional compensation events

- These are additional compensation events
 - Adverse weather conditions, which for the purposes of this Agreement shall mean conditions which prevent progress of the *works* or any section in any one week, for longer than 8 hours of any one day between April and September inclusive and 12 hours of any one day between October to March inclusive. In the event that this compensation event arises, the *Contractor* shall be entitled to a change to the Completion Date in accordance with this Agreement but shall not be entitled to a change in the Prices.

If there are additional *Employer's* risks

- These are additional *Employer's* risks

If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the *whole of the works* are **£120 per day**.

If Option X16 is used

- The *retention free* amount is **nil**
- The *retention percentage* is **3%**

If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in **Appendix 3**
- A report of performance against each Key Performance Indicator is provided at intervals of 1 month

If Option Z is used

The *additional conditions of contract* are set out below

Z clauses

including:-

PART A: clauses which amend the standard core clauses and Options of the conditions of contract

PART B: supplementary conditions of contract

PART A - amendments

Clause 11.2 (4) Delete and replace with:

"The Contract Date is the date of this Agreement or (if earlier) the date when the *Contractor* first begins to Provide the Works"

Clause 11.2 (5) Add after "works" in the first bullet point "(which term, as used in this contract, includes any design of the works by the *Contractor*)"

Clause 11.2 (8) Add the following before the full stop at the end of clause 11.2 (8) (definition of "Fee"):

", in each case excluding the Defined Cost of

- correcting Defects (where the cost is not a Disallowed Cost) and

- design and work undertaken in order to correct a failure of the design to meet the functional and performance requirements specified in the Works Information".

Clause 11.2 (27) Delete from the end of this clause the words "which would either delay or be covered by immediately following work"

Clause 15.1 Delete second sentence and replace with:-

"A reason for not accepting is that the proposed area is either not necessary for Providing the Works or used for work not in this contract, adding to the Working Area in the way proposed will interfere with the *Employer's* activities or use of property or cause it to suffer or incur additional loss or costs or the Employer is not entitled to allow the additional area to be used".

Clause 16.1 Add as a new bullet point:

"require a change to the Accepted Programme"

Clause 16.4 Delete and replace with:

"The *Project Manager* records decisions made at risk reduction meetings and issues confirmation in writing to the *Contractor*. If a decision needs a change to the Works Information, the Project Manager instructs a change to the Works Information separately from any confirmation of decisions made in risk reduction meetings."

Clause 17.1 Add at the end of the first sentence: "or between the documents which form part of this contract and consents required for the works or applicable law".

Clause 19 Delete

Clause 26.3 The following bullet point is deleted:

- "an NEC contract is proposed or"

Clause 31.3 Add as a new bullet point:

- "it is more onerous on the *Employer* or Others"

Clause 46 New clause 46 "Nothing in clauses 40 to 45 affects any other right or remedy under the contract or at law, including the *Employer's* right to claim damages for a Defect as a breach of contract."

[Clause 60.1 (1) Add the following bullet point:

"a change to the Works Information arising as a result of site conditions"] [If Clause 60.1(12) is deleted]

[Clause 60.1 (12) Delete] [Employer to indicate if deletion required].

Clause 60.1 (13) Delete

Clause 60.1 (19) Delete

[Clause 60.2 Delete] [If Clause 60.1(12) is deleted].

[Clause 60.3 Delete] [If Clause 60.1 (12) is deleted].

New Clause 61.8 "If the *Contractor* believes that the issue of any instruction or information (including any confirmation of a decision made at a risk reduction meeting) by the *Project Manager* (not expressed to be a change to the Works Information) constitutes or will give rise to a compensation event, the *Contractor* must, (save in circumstances of emergency) as soon as reasonably practicable and in any case before acting on the instruction or other information, notify the *Project Manager* of the *Contractor's* belief

and allow the *Project Manager* time to consider the impact of the instruction or other information in relation to the *Contractor's* notice."

New clause 63.15 "Where a compensation event or its effect is in part attributable to the *Contractor's* fault, the Prices, Completion Date or Key Dates are not changed to the extent attributable to the *Contractor's* fault"

Clause 70 Delete Clause 70 and replace with the following:

"70 Employer's title to Plant and Materials

70.1 The value of Plant and Materials outside the Working Areas is excluded from the Price for Work Done to Date unless

- the Plant and Materials is within the United Kingdom,
- the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title to the Plant and Materials,
- the Plant and Materials is stored separately and is clearly and visibly marked as for the *Employer* and this contract,
- the Plant and Materials is adequately protected against water, theft, vandalism and other casualties,
- the Plant and Materials is insured against loss or damage while stored or in transit to the Working Areas for its full reinstatement value under a policy of insurance protecting the interests of the Parties in respect of the usual insured risks for the period until it is brought within the Working Areas and

- the *Contractor* has provided an off site materials bond for the value of the Plant and Materials.

70.2 The off site materials bond is issued by a bank or insurer which the *Project Manager* has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond. The bond is in the form set out in the Works Information.

70.3 Where the value of Plant and Materials outside the Working Areas is included in the Price for Work Done to Date

- the *Contractor's* title in the Plant and Materials passes to the *Employer*,
- the *Contractor* does not remove it from where it is stored except for use on the *works* and
- the risk of loss or damage to the Plant and Materials remains with the *Contractor*.

70.4 The value of Plant and Materials within the Working Areas is excluded from the Price for Work Done to Date unless

- title in the Plant and Materials has already passed to the *Employer* under clause 70.3 or
- the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title in the Plant and Materials.

70.5 The *Contractor's* title in Plant and Materials passes to the Employer when it is brought within the Working Areas, but (subject to clause 80.1) the risk of loss or damage to the Plant and Materials remains with the *Contractor*.

70.6 The *Contractor* does not remove Plant and Materials within the Working Areas from where it is stored except for use on the works or with the *Project Manager's* permission.

70.7 The title to the Plant and Materials passes back to the *Contractor* if it is removed from the Working Areas with the *Project Manager's* permission."

Clause 82 Add at the end:

"The *Contractor* shall only proceed with the *Project Manager's* express instruction to do so where the relevant loss or damage is the *Employer's* risk under clause 80 (and the *Contractor* shall as appropriate give an early warning of the need for such an instruction). After handover of the whole or the relevant part of the works, the *Contractor* shall in all cases (whether due to *Employer's* risk or *Contractor's* risk) obtain the *Employer's* prior consent before he replaces loss of and damage to the works."

New clause 92.3 "Upon termination for whatever reason, the *Contractor* hands over to the *Project Manager* all hard copy and electronic data for the *Contractor's* design (including material prepared by a Subcontractor, the Works Information for the *Contractor's* design and site information) obtained or prepared at termination. At such termination the *Employer* has the right to use such material for completion of the works."

Clause 93.2 Replace A3 with:-

"A deduction of any loss or costs incurred by the *Employer* as a result of such termination including the additional cost to the *Employer* of completing the whole of the works (and after termination the *Employer* shall not be obliged to make any further payment until the full extent of loss or costs can be fully ascertained and in the event that such loss or cost exceeds the amount otherwise payable to the *Contractor* in accordance with this contract, without prejudice to any other right or remedy of the *Employer*, the *Employer* may recover such excess from the *Contractor* as a debt)."

X16 Delete X16.2 and replace with:

X16.2 The amount retained is halved

- In the assessment made at Completion of the whole of the *works* or
- In the next assessment after the *Employer* taken over the whole of the *works* if this is before Completion of the whole of the *works*

provided that all the documentation required at Completion (as stated in the Works Information) has been provided to the *Employer*.

The amount retained remains at this amount until the Defects Certificate is issued. No amount is retained in the assessments made after the Defects Certificate has been issued.

PART B supplementary conditions of contract

Z1 Confidentiality

In this clause references to the "Authority" are references to the *Employer*.

"Confidential Information" means information, data and material of any nature which either Party may receive or obtain in connection with the operation of the contract and:

- (i) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998)
- (ii) the release of which is likely to prejudice the commercial interests of the Authority or the *Contractor* respectively; or

(iii) which is a trade secret.

Confidentiality

Z1.1 In respect of any Confidential Information it may receive from the other party (the "Discloser") and subject always to the remainder of this Clause Z1, each party (the "Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

Z1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the contract;

Z1.1.2 the provisions of this Clause Z1 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the contract or other act or omissions of the Recipient;

(b) is obtained by a third party who is lawfully authorised to disclose it; or

(c) is authorised for release by the prior written consent of the Discloser.

Z1.2 This Clause Z1 shall remain in force without limit in time in respect of Confidential Information, which comprises Personal Data. Save as aforesaid this Clause 1 shall remain in force for a period of 3 years after the termination or expiry of this Agreement.

Z2 Copyright

Z2.1 The copyright in all documents prepared by the *Employer* is and remains the property of the *Employer*.

Z2.2 The *Contractor* grants to the *Employer* and all persons authorised by it an irrevocable right (without payment of any licence, royalty or other fee) to reproduce and use the documents prepared by or on behalf of the *Contractor* for all purposes connected with the project including the construction, maintenance, repair, renewal and reinstatement of all parts of the works or the site.

Z2.3 The *Contractor* indemnifies the *Employer* in respect of all costs, claims, damages, proceedings and expenses arising out of any breach of any such copyright by any of the *Contractor*, its assignees or sub-contractors appointed in relation to the *works*.

Z3 Site information

Z3.1 The *Contractor* acknowledges that the *Employer* does not warrant or give any representation on the accuracy or completeness of any data or information provided to the *Contractor* by the *Employer* including any relating to the site or things on or under the site or in the vicinity of the site including the location, size, nature or condition of services. The *Contractor* must rely on its own enquiries and carry out such further investigation or surveys as it considers appropriate.

Z4 Welsh Language Scheme

Z4.1 The *Contractor* must implement and adhere to the terms of the Welsh Language Policy of the *Employer*, monitor its operation and report to the *Employer* (at its request) thereon and impose a contractual obligation on each of its sub-contractors in terms substantially similar to this clause (*mutatis mutandis*) and monitor compliance with and take all reasonable steps to enforce the same.

Z5 Principal contractor

Z5.1 The *Employer* appoints the *Contractor* to act as principal contractor for the purposes of the Construction (Design and Management) Regulations 2015 and any replacement or amendment of those Regulations.

Z6 Partnering

Z6.1. No partnering agreement which the Parties may enter into (with or without other parties) in connection with the works is intended to create legally enforceable rights or obligations between the Parties or to affect the terms of this Agreement.

Z7 Quality, Environmental and Health and Safety management system

Z7.1 The *Contractor* operates a Quality, Environmental and Health and Safety management system which:

- complies with the relevant parts of BS EN ISO 9001, BS EN ISO 14001, OHSAS 18001 or equivalent
- incorporates appropriate sector quality schemes for the works, and
- has third party certification from an approved accreditation body or is operating in preparation for accreditation within six months of the Contract Date.

Z7.2 Prior to the starting date the *Contractor* prepares a quality plan and submits it to the *Project Manager* for acceptance.

A reason for not accepting the quality plan is that

- it is inadequately prepared or is not practicable
- it does not comply with Z7.1
- it does not represent a realistic approach for the *works*.

The *Contractor* complies with the accepted quality plan.

Z7.3 Any Subcontractor appointed by the *Contractor* operates a quality system enabling him to comply with the *Contractor's* quality management system.

Z8 Construction Industry Scheme

This Agreement falls within the scope of the Construction Industry Scheme. If the *Contractor* does not hold a valid Inland Revenue Sub-contractor Tax Certificate and is not a local authority or other public body exempt from holding such a certificate, any invoice (and any application for payment submitted by the *Contractor*) separately identifies the cost of labour. The *Employer* deducts payment in accordance with the requirements of the Construction Industry Scheme.

Z9 Considerate Constructor Scheme

Z9.1 If requested by the *Employer*, the *Contractor* will

- register the Site under the Considerate Constructor Scheme
- comply with the Considerate Constructor Scheme's Code of Considerate Practice in Providing the Works.

Z10 Dispute Resolution

Z10.1 The *Contractor* and the *Employer* will endeavour to notify each other of any anticipated dispute under this Agreement so that it can be avoided by negotiation between them.

Z10.2 The *Employer* and the *Contractor* will endeavour to resolve any dispute under this Agreement which does arise by direct negotiation in good faith between senior executives. Each of them will give serious consideration to any request by the other to refer the dispute to Mediation if it cannot be resolved by direct negotiation.

Z11 Site Waste Management Plan

If requested by the *Employer*, the *Contractor* is required to implement a Site Waste Management Plan. The *Contractor* should develop the format of this plan to suit its requirements but shall submit the draft Site Waste Management Plan to the *Employer* for approval.

Z12 Community Benefits Plan

Z12.1 The *Contractor* implements in full the Community Benefits Plan (as included in Appendix 5) to this Agreement, within the timescales set out in the Community Benefits Plan, subject to availability of the persons referred to therein and clause Z13.3. Reference to the "Community Benefits Plan" refers to the latest version incorporating all accepted modifications at the relevant time.

Z12.2 The *Contractor* ensures that no current employee of the *Contractor* or any current employee of any of its sub-contractors (of any tier) become unemployed as a result of implementing the Community Benefits Plan.

Z12.3 The *Contractor* keeps the Community Benefits Plan under review throughout the contract and modifies it as appropriate to better achieve the community benefits it seeks to achieve. Modifications of the Community Benefits Plan are discussed with the *Employer* and *Project Manager* and submitted to the *Project Manager* for acceptance. A reason for not accepting a modification is that it is not reasonable in the light of the then current circumstances and the commitments contained in the current Community Benefits Plan (before the proposed modification) or the community benefits it seeks to achieve.

Z13 Community Benefits Measurement Tool

Z13.1 If the *Employer* requests, the *Contractor* shall, as far as possible populate the Community Benefits Measurement Tool in advance of each and every monthly progress meeting with the *Employer*.

Z13.2 The *Contractor*, on or before the issue of the Defects Certificate, shall without further charge provide to the *Employer* the completed Community Benefits Measurement Tool.

Z14 Requirements of statutory bodies

The *Contractor*

- complies at his own cost with all requirements of statutory bodies
- takes these requirements into account in order to Provide the Works

Z.15 Fair Payment

Z15.1 The *Contractor* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Project Manager*.

Z15.2 The *Contractor* includes in the contract with each Subcontractor.

- a period for payment of the amount due to the Subcontractor not greater than 26 days after the due date in this Agreement. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Subcontractor to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 30 days after the date due in this contract and
- a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the Contractor

Z15.3 The due date in this Agreement is the date on which the *Project Manager* certifies payment.

Z15.4 The *Contractor* includes this provision in each subcontract and requires Subcontractors to include the same provision in each subsubcontract.

Z16 Health and Safety

Z16.1 The *Contractor* complies with all applicable health and safety law and regulations in Providing the Works.

Z16.2 Before the starting date the *Contractor* notifies the *Employer* of the name of the person responsible for health and safety. When on premises/working areas owned or occupied by the *Employer*, the *Contractor* ensures that its and its Subcontractor's employees comply with the *Employer's* general health and safety policy and with the lawful requirements of the Works Information

Z16.3 The *Project Manager* may suspend the Providing of the Works or any part of the *works* if the *Contractor*:

- does not comply with health and safety legislation;
- has not provided his health and safety policy to the *Employer*;

or

- has not notified the *Employer* of the person responsible for health and safety.

Z16.4 Following such suspension the *Contractor* does not provide the *works* or any part of the *works* until the *Project Manager* is satisfied that the *Contractor* has remedied the failure. An assessment of a compensation event does not include cost and time for the period of the suspension.

Z16.5 In Providing the Works the *Contractor* adopts safe methods of work to protect the health, safety and welfare of:

- the *Contractor's* employees, agents, suppliers and Subcontractors;
- the *Contractor's* Subcontractor's employees and agents;

- employees and agents of the *Employer*;

and

- all other persons, including members of the public.

Z16.6 The *Contractor* complies with the requirements of its own safety policy and safety codes of practices.

Z16.7 The *Contractor* provides the information and documents the *Project Manager* requires as evidence of compliance with his own safety policy and applicable safety codes of practice. The *Contractor* maintains copies of all applicable law, codes of practice and working rules applicable to providing the *works* and permits his employees to use and refer to them.

Z16.8 The *Contractor* informs the *Project Manager* as soon as he becomes aware of any prosecution, pending or likely prosecution or conviction of the *Contractor*, any of its employees, any Subcontractor or agent or any of the Subcontractor's employees or agents for any offence relating to health and safety. Following this notification the *Contractor* provides the *Project Manager* with whatever further information and documents the *Project Manager* requires.

Z16.9 Without earlier notification and at any reasonable time, the *Contractor* permits the *Project Manager*:

- to enter and inspect any premises of the *Contractor*, his agents or Subcontractors used or to be used in Providing the Works

and

- to inspect any equipment or plant and materials.

or plant and materials used or proposed to be used in Providing the Works.

Z17 Product Warranties

Z17.1 The *Contractor* assigns the benefit of all product warranties and guarantees obtained for goods, materials and supplies used in Providing the Works to the *Employer* as stated in the Works Information.

Z18 Publicity and Media

Z18.1 The *Contractor* does not, and ensures that Subcontractors do not, give information concerning the *works* for publication in the press or on radio, television, screen or any other medium without the consent of the *Project Manager* (or following the *end date*).

Z18.2 The *Contractor* does not, and ensures that Subcontractors do not, take photographs of the *working areas* or of work carried out in connection with the *works* unless he has obtained the approval of the *Project Manager* (or following the *end date*).

Z18.3 The *Contractor* takes the measures needed to prevent his and his Subcontractor's people taking, publishing or otherwise circulating such photographs.

Z19 Complaints about Providing the Works

Z19.1 The *Contractor* deals with any complaints received from whatever source in a prompt, courteous and efficient manner and in accordance with the *Employer's* service standards for complaints as set out in the Works Information.

Z19.2 The *Contractor* keeps a record of all complaints received and of the action taken in relation to such complaints. This record is kept available for inspection by the *Project Manager* at all reasonable times. The *Contractor* notifies the *Project Manager* of all complaints received and of all steps taken in response to them in accordance with the Works Information.

Z19.3 Where compensation is payable to a complainant, the procedure and amount will be determined as set out in the Works Information.

Z.20 Audit and Inspection

Z.20.1 The *Contractor* provides all facilities and allows the *Employer*, his auditors or anyone with a statutory or other legal right to inspect or audit the *Employer* full access to conduct any audit investigation of the Agreement. This includes access to:

- all premises owned or occupied by the *Contractor*;
- all documents in the possession, custody or control of the *Contractor* used in providing the *works*;
- all technology, resources, systems and procedures used or to be used in providing the *works*;

and

- the *Contractor's* employees, Subcontractors, the Sub-contractors' employees and key persons who are providing the *works*.

Z21 Volume of Work

Z21.1 The *Employer* gives no representations or warranties to the *Contractor* about the amount or value of work that the *Employer* will instruct the *Contractor* to do under this Agreement. Any indications of these amounts or values, in the Works Information or other documentation about the *works*, are estimates only.

Z21.2 The *Contractor* has no claim for loss of profit or loss of business or otherwise if the *works* or any part of the *works* is less in amount or value or scope than anticipated.

Z22 Data Protection

Z22.1 The Data Protection Acts are the Data Protection Act 1998 (as amended) and any other laws or regulations relating to privacy or personal data.

Z22.2 Personal Data is information collected by the *Contractor* on behalf of the *Employer* in relation to this Agreement, which relates to living individuals who can be identified

- from that information; or
- from that information combined with other details in (or likely to come into) the possession of the *Employer*.

Z22.3 For the purposes of this contract and the Data Protection Acts

- the *Employer* is the Data Controller; and
- the *Contractor* is the Data Processor.

Z22.4 The *Contractor* processes the Personal Data in accordance with (and so as not to put the *Employer* in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing its obligations under this Agreement.

Z22.5 The *Contractor* has in place and maintains until the *defects date*

- appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure; and
- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data.

Z22.6 The *Contractor* immediately notifies the *Project Manager* if it receives

- a request from any person whose Personal Data it holds to access his Personal Data; or
- a complaint or request relating to the *Employer's* obligations under the Data Protection Acts.

Z22.7 The *Contractor* assists and co-operates with the *Project Manager* in relation to any complaint or request received, including

- providing full details of the complaint or request,
- complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Project Manager*; and
- promptly providing the *Project Manager* with any Personal Data and other information requested by him.

Z22.8 The *Contractor* allows the *Employer* to conduct periodic audits of the *Contractor's* compliance with the Data Protection Acts. The *Contractor* complies with the instructions of the *Project Manager* to enable such audits to be carried out.

Z22.9 The *Contractor* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.

Z22.10 The *Contractor* immediately notifies the *Project Manager* on becoming aware of any breach of this clause or of the Data Protection Acts by the *Contractor* or any Subcontractor.

Z22.11 The *Contractor* does not process the Personal Data outside the European Economic Area without the agreement of the *Project Manager*. Where the *Project Manager* agrees, the *Contractor* complies with the instructions of the *Project Manager* and provides an adequate level of protection to any Personal Data in accordance with the eighth data protection principle set out in Schedule 1 to the Data Protection Act 1998.

Z23 The Public Contracts Regulations 2015

Z23.1 The *Employer* may terminate the *Contractor's* obligation to Provide the Works if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.

Z23.2 If the *Employer* terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Contractor* at the Contract Date, the procedures and amounts due on termination are the same as if the *Contractor* has substantially failed to comply with his obligations.

Z23.3 If the *Employer* otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the law from further performance of the whole of this Agreement.

Z23.4 The *Contractor* does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015.

Z24 Prevention of Fraud and Bribery

DEFINITIONS APPLICABLE FOR THIS CLAUSE

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Default: any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement

(a) in the case of the *Employer*, of its employees, servants, agents; or

(b) in the case of the *Contractor*, of its Sub-Contractors or any Contractor's Personnel, in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other.

Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the *Employer* a financial or other advantage to:

- induce that person to perform improperly a relevant function or activity; or
- reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) committing any offence:

- under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
- under legislation or common law concerning fraudulent acts;
- defrauding, attempting to defraud or conspiring to defraud the *Employer*.

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

Contractor's Personnel: all employees, staff, other workers, agents and consultants of the *Contractor* and of any Sub-Contractors who are engaged in the provision of the *works* from time to time.

Z24.1 The *Contractor* represents and warrants that neither it, nor to the best of its knowledge any Contractor's Personnel, have at any time prior to the Contract Date:

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

Z24.2 The *Contractor* shall not during the term of this Agreement:

- commit a Prohibited Act; and/or
- do or suffer anything to be done which would cause the *Employer* or any of the *Employer's* employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

Z24.3 The *Contractor* shall during the term of this Agreement:

- establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- keep appropriate records of its compliance with its obligations under the above bullet point and make such records available to the *Employer* on request.

Z24.4 The *Contractor* shall immediately notify the *Employer* in writing if it becomes aware of any breach of Clause Z24.1 and/or Z24.2, or has reason to believe that it has or any of the Contractor's Personnel have:

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

Z24.5 If the *Contractor* makes a notification to the *Employer* pursuant to Clause Z24.4, the *Contractor* shall respond promptly to the *Employer's* enquiries, co-operate with any investigation, and allow the *Employer* to audit any books, records and/or any other relevant documentation in accordance with Z20.

Z24.6 If the *Contractor* is in Default under Clauses Z24.1 and/or Z24.2, the *Employer* may by notice:

- require the *Contractor* to remove from performance of this contract any Contractor's Personnel whose acts or omissions have caused the Default; or
- immediately terminate this Agreement.

Z24.7 Any notice served by the *Employer* under Clause Z24.6 shall specify the nature of the Prohibited Act, the identity of the Party who the *Employer* believes has committed the Prohibited Act and the action that the *Employer* has elected to take (including, where relevant, the date on which this contract shall terminate).

Z24.8 In the event of any breach by the *Contractor* of clause Z11, the *Employer* may terminate this contract by notice having immediate effect and such termination shall be treated in the same way as if termination had been for Reason R11 (as referred to in clause 91.2 of the *conditions of contract* but, for the avoidance of doubt, there being no rectification or period to put right the default before termination in respect of a breach of clause Z11)

Z25 Safeguarding Children and Vulnerable Adults

Z25.1 The *Contractor* shall ensure that all individuals engaged in the provision of the *works* are:

Z25.1.1 subject to valid enhanced disclosure check undertaken through the Disclosing and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and

Z25.1.2 the *Contractor* shall monitor the level and validity of the checks under this clause Z25 for each member of staff.

Z25.2 The *Contractor* warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the *Contractor* in the provision of the *works* is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

Z25.3 The *Contractor* shall immediately notify the *Employer* of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met and the *Contractor* shall, using utmost good faith, notify the *Employer* of any suspicion concern or belief that the *Contractor* may have with regard to any member of the staff and the obligations under clauses 1 and 2 and the obligations in the agreement for works/services.

Z25.4 The *Contractor* shall refer information about any person carrying out the *works* to the Independent Safeguard Employer where it removes permission for such person to carry out the *works* (or would have, if such person had not otherwise ceased to carry out the *works*) because, in its opinion, such person has harmed or poses a risk of harm to any service users, children or vulnerable adults.

Z25.5 The *Contractor* shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity (as set out in Parts 1 and 2 respectively of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006) or who may otherwise present a risk to service users.

Z25.6 The *Contractor* shall ensure that no person who discloses that he/she has a relevant conviction or is found by the *Contractor* to have a relevant conviction (whether as a result of a police check or through the Disclosing and Barring Service check or otherwise) is employed or engaged in the provision of any part of the *works*.

Z26 Insurance Claims - Notice and Defence of Liability Claims

Z26.1 In the event that the *Employer* is the recipient of an insurance claim or receives notice of a circumstance likely to give rise to a claim that involves an alleged act of negligence by the *Contractor*, either in whole or in part, then the *Contractor* will provide the *Employer* with:

- A description of the claim or circumstance.
- Details of the nature of the alleged negligent act.
- Details of the nature of the alleged or potential damage or injury.
- The names of actual or potential claimants.
- Details of the manner in which the *Contractor* first became aware of the claim or circumstances.
- Details of the *Contractor's* current Public Liability/Employers Liability Insurance cover
- Copies of any correspondence sent or received by the *Contractor* in relation to the alleged act of negligence.
- Confirmation that the *Contractor* has notified its insurers of the claim details for the purpose of indemnification.

APPENDIX A – Additional NEC clauses

11.2(35) COVID Event means the occurrence of an event or circumstance relating to the coronavirus disease ("COVID"), and/or the coronavirus 2019 (known as "COVID-19") : including:

- (i) the declaration by the World Health Organisation of a Public Health Emergency of International Concern;
- (ii) the occurrence of an Epidemic (as defined by the World Health Organisation) within the United Kingdom and / or the country from which goods or materials are to be supplied;
- (iii) any law, action or recommendation issued by a government or public authority in response to or in connection with (a) and (b) above or otherwise issued with the intention of limiting or containing the transmission of COVID or in response to or otherwise in connection with the transmission of COVID, including movement or travel restrictions, quarantines or curfews; or imposing an export or import restriction, quota or prohibition.

11.2(37) Open Book Interim Data is the complete and accurate financial and nonfinancial information which is required by the *Employer* to enable the *Employer* to understand

all COVID related relief, grants, interventions or other measures received by the *Contractor* and/or the key persons and/or Subcontractors from the UK Government or Welsh Government and to verify the payments made by the *Employer* to the *Contractor* and by the *Contractor* to the key persons and/or Subcontractors including:

- (i) the *Contractor's* actual cost breakdown based on the items listed on the Activity Schedule, including the *Contractor's* overheads;
- (ii) all interest, expenses and other third-party financing costs incurred in relation to providing the *works*; and
- (iii) full details of the payment of the key persons and/or Subcontractors and any other third parties in relation to providing the *works*.

Insert new clause 60.1(20):

60.1(20) Any impact on the *works* or the carrying out and completion of the *works*, and/or any increase in the cost to the Contractor of the *works* due to matters arising from or associated with events connected to and/or arising from a COVID Event that occurs after 26 September 2020.

Insert new clauses 60.4 , 60.5 and 60.6:

60.4 If a compensation event pursuant to clause 60.1(20) occurs the parties agree that notwithstanding any other provision in this contract, this compensation event shall be assessed in accordance with clause 63A only.

60.5 The compensation event at clause 60.1(20) shall be the *Contractor's* sole remedy for events arising from or in connection with the pandemic known as coronavirus (COVID) or COVID - 19 including but not limited to any changes in legislation by UK or Welsh Government, any change in guidance issued by UK Government or Welsh Government, any change in construction industry guidance, and any effect, impact, or consequence on the availability and resourcing and use of People, Equipment, Plant and Materials Where the *Contractor* notifies a compensation event that arises from or in connection with such pandemic under any other clause of this contract, the *Employer* may assess the compensation event as though it had been notified under clause 60.1(20).

60.6 For the avoidance of doubt, the *Contractor* has priced the time and money implications of the carrying out the *works* up to 26 September 2020 to comply with events arising from or in connection with COVID-19 including but not limited to any changes in legislation by UK or Welsh Government, any change in guidance issued by UK Government or Welsh Government, any change in construction industry guidance, and any effect, impact, or consequence on the availability and resourcing and use of People,

Equipment, Plant and Materials from 10th July 2020 up to 26 September 2020. The *Contractor* is not entitled to any increase in the Prices or change to the Completion Date.

Insert new clause 63A:

Assessment of a COVID Event compensation event

63A.1 The assessment of a COVID Event will follow the compensation event mechanism set out in the contract subject to the following conditions :

- (i) the assessment will use the Shorter Schedule of Cost Components supplied for the pricing of the Works due to Covid- 19;
- (ii) There is no entitlement to the Fee for the Contractor or Subcontractors in the assessment;
- (iii) Open Book Interim Data will be provided by the Contractor to assist the assessment ; and
- (iv) The assessment be in lieu of any other cost relief available to the *Contractor* under or arising in connection with this contract as a result of COVID-19 (including arising out of an instruction issued under clause 19.1 or a compensation event under this contract occurring during the period of Covid COVID Relief Period);

63A.2 The Contractor shall not be entitled to combine and shall procure that the supply chain shall not combine any COVID-19 Event relief provided pursuant to this contract with any UK Government or Welsh Government COVID or COVID-19 related relief, grant, intervention or other measure which results in the Contractor and/or key persons and/or Subcontractors receiving relief more than once for the same underlying cashflow issue which in the reasonable opinion of the Employer would amount to the Contractor and/or key persons and/or Subcontractors taking undue advantage of the COVID Relief.

Insert new clause 91A:

91A Notwithstanding clauses 90 and 91, the *Contractor* shall not be entitled to terminate this Contract neither:

- (1) during the period in which it receives any relief for a COVID Event; nor
- (2) for any period thereafter as a result of COVID, where payments due to a COVID Event are being made.

Insert at the end of clause Y2.4:

Y2.4 "except if such suspension is as a result of or caused by a COVID Event"

APPENDIX 2

THE WORKS INFORMATION

1. Introduction

This specification sets out the strategy to minimise the risk from exposure to radon and its decay products to employees and persons using Trivallis properties.

This specification should be used in conjunction with any relevant legislation, Approved Codes of Practice, Health and Safety Executive (HSE) / Public Health England (PHE) guidance and other recognised procedures relating to the presence of radon in buildings.

Within the United Kingdom natural radioactive decay within rocks and soils can give rise to higher concentrations of radon gas. Areas where it is estimated by PHE that 1% or more of homes have a radon level above 200 Becquerel's/m³ (Bq/m³) are designated 'radon affected areas'.

The workplace action level specified in the Ionising Radiations Regulations (IRR) is 300 Bq/m³ as an annual average. Employers should make it unlikely that employees will receive a dose greater than 1millisievert (mSv) per year.

The recommended residential action level is 200Bq/m³ annual average.

2. Scope

Identifying and monitoring all Trivallis properties that may be affected by radon.

- Having clear procedures in place for the management of radon in affected buildings.
- Assisting Trivallis in developing and maintaining records of radon gas levels in Trivallis premises.
- Assisting Trivallis in maintaining a central database of all records.
- Providing suitable information and advice to employees and other persons likely to be exposed to levels of radon gas in Trivallis premises.
- **To act as the recognised Radiation Protection Adviser (RPA) on behalf of Trivallis**
- Ensuring that any remedial measures put in place to reduce the level of radon in a property.
- are monitored and maintained effectively.
- Reviewing reports and providing necessary actions to manage the risk

3. Responsible Person Radon Safety

The RPA must hold a valid certificate of competence from an organisation recognised by the Health and Safety Executive as an Assessing Body for the certification of individual RPAs.

The role of the RPA is to provide advice to Trivallis about protection of its employees and the public from harmful effects of ionising radiation. The scope of advice given will include:

- Ensure so far as is reasonably practicable that a Radon Safety Management System is.
- established and maintained.
- Advise Trivallis on the resources required to maintain Radon Safety Management.
- Assist Trivallis to ensure effective management systems are in place to ensure the operating procedures.
- for the management of the risk from radon in Trivallis properties.
- To provide monitoring, remedial installation, maintenance and record keeping of the identified premises radon levels will be carried out in a manner that maintains a safe working environment for employees and others who occupy the identified premises.
- Management of the radon policy and procedures.
- Provide advice and guidance and information to Trivallis staff and tenants when required.
- Ensure that any training requirements are undertaken is suitable and appropriate.
- Implementation of radon monitoring surveys.
- Maintain an effective record system.
- Undertaking and reviewing risk assessments
- Implementation of measures, where necessary to restrict access to radon affected areas.

And to provide:

- Critical appraisals by means of formal audits to agreed standards and less formal visits of laboratories, rooms, sources, and stores.
- Reviews of radiation safety management systems and quality systems, particularly in connection with waste management policy and procedures.
- Support in the event of emergencies and incidents.

4. Risk Assessment

Trivallis premises will be risk assessed to identify the potential for the presence of radon gas. The assessment will refer to the Public Health England's indicative atlas of radon in England and Wales which indicates the likely extent of the local radon hazard in all buildings within 1km grid squares.

Where identified premises that reside within shaded areas will as part of the risk assessment be monitored for the potential for radon gas.

5. Monitoring Programme

Radon monitoring will be carried out at suitable intervals commensurate with the risk based upon published geological information, radon data and/or previous monitoring results.

Trivallis will supply a programme each year with all properties over the 1% risk category and under subject to budget will also include those properties under 1% risk.

All Trivallis premises where employees are permanently based, in radon affected areas will be monitored for the presence of radon.

Premises in areas not designated as 'radon affected' will be regularly reviewed and may be monitored based on an assessment of the risk.

In premises where the level of radon is found not to be above the relevant action level as specified in current legislation, re-monitoring will be carried out based on an assessment of the risk.

The Contractor will be used to place and return the detectors and Tenants will be given advice on how these are to be sited within the property.

6. Placement

The preferred method of managing Radon test programs by a service provider is through a process and system with following characteristics ;

- Each radon detector has a unique reference code (barcoded) which is to be used in a single property, during one testing cycle, only.
- The location and status of each radon detector is to be recorded through its barcoded unique reference including but not limited to ;
 - Date of delivery to service provider by detector manufacturer
 - Date and position of placement in property
 - Date radon detectors are removed (either by collection by engineer or by return shipment by resident) from property
 - Date received back at service provider
 - Date handed to testing laboratory
 - Date test results were supplied to service provider by testing laboratory
- Route planning placement and collections of radon detectors from selected properties within the program is to be done using integrated route planning software, able to auto generate job instructions for field engineers and appointment communication to residents.
- Field engineers placing and / or collecting radon detectors are to perform their site visits using a digital application which records following real time
 - No access information including photographic proof
 - Capturing data of placement of radon detectors recording the unique reference and its position within the property with the ability to record photographic evidence
 - at point of collection of radon detectors, a positive identification, through barcode scanning, is required in order to ensure collection of the originally placed unit.
- At any point during the lifetime of any Radon testing program the service provider will have to be able to supply detailed program status reports per property.

- All data recorded is to be available for analysis
 - By program/project basis
 - By property
 - By detector pod number
 - Of mitigation requirement
 - Of future re testing requirements
- The entire process of program and route planning, on site placement and collection of detectors, recording of test results and collection and reporting of data is to be done within a single software application.
- All relevant information is to be made available through a portal for direct enquiry of real time information by customer.

7. Returning

Once the monitors have been in place for the allotted time, they are to be collected in person and returned by the RPA/Contractor for documentation and then forwarded to an independent laboratory for analysis.

8. Remedial Works

Premises where remedial measures have been installed to reduce the level of radon will be immediately monitored to assess that such measures are functioning correctly and effectively.

Premises where remedial measures are in place to reduce the level of radon will be monitored on a regular basis to ensure that remedial measures remain effective.

Where mechanical ventilation is installed to reduce radon levels Trivallis will keep a record of any checks carried out to ensure the ventilation is operating as intended.

9. Exposure (Staff)

An employee should not receive an effective radiation dose greater than 1mSv per year from the workplace. Anyone required to work in a radon affected area will be required to record their time spent in that area on the personal exposure record form. (The risk is cumulative. short, infrequent visits are not of concern).

From the site-specific risk assessment and time spent in the affected area, the cumulative dose can be calculated.

If a cumulative dose of 0.5 mSv is reached (i.e. 50% of the annual allowable dose) then their line manager should be informed.

10. Frequency of Monitoring

The frequency of monitoring will be determined by risk assessment for each individual property. Generally, these guidelines will be followed:-

Where levels of radon are found to be significantly less than 300 Bq/m³ (200 Bq/m³ for residential premises) at the initial measurement, the monitoring of radon levels will be monitored at 10-year intervals.

Re-monitoring will be undertaken after any significant refurbishment or change of use Where radon levels are found to be above the action level 300 Bq/m³ (300 – 1000 Bq/m³) for commercial premises or

200 Bq/m³ (200 – 500 Bq/m³) for residential premises following the initial measurement a Radiation Protection Advisor will be consulted where necessary and steps will be taken to immediately manage the occupational exposure of persons affected.

Where an engineering remedial solution is identified as the most appropriate reduction method, this will be undertaken as soon as practically possible. After the engineering solution has been installed, direct monitoring of the radon levels will be undertaken to assess the effectiveness of the measures to ensure the effectiveness of the remedial measures. Monitoring will be undertaken for 6 months following the remedial work installation, then annually for 3 years and thereafter at suitable intervals. Re monitoring will be undertaken after any significant refurbishment or change of use.

Where levels are above 1000 Bq/m³ commercial properties (500 Bq/m³ for residential premises) a Radiation Protection Advisor will be consulted where necessary and steps will be taken to immediately manage the occupational exposure of persons affected.

Closure or restrictions of entry to the affected area will be considered.

Where restrictions on entry are implemented, personal monitoring will be carried out.

Where an engineering remedial solution is identified as the most appropriate reduction method, this will be undertaken as soon as practically possible. After the engineering solution has been installed, direct monitoring of the radon levels will be undertaken to assess the effectiveness of the measures.

Re monitoring will be undertaken after any significant refurbishment or change of use.

11. Maintenance of Records

The data will be held on Trivallis Dynamics System

The radon gas data base will contain:-

- Details of the property including the unique property reference number
- The historic details of the properties radon level measurements.
- Monitoring frequency last and due dates
- Risk posed by the properties location and occupation.

In line with the Ionising Radiation Regulations radon levels in excess of the relevant action levels will be notified to the Health and Safety Executive

APPENDIX 3

Key Performance Indicators Radon Testing

KPI	Name	Purpose	Definition	Method	Calculation	Period	Owner	Weighting (Risk & Reward)
1	Tenant Satisfaction	To determine the overall level of tenant satisfaction with the service received from the Contractor	How satisfied the tenant was with the overall service	<p>Every tenant is provided with a tenant satisfaction form covering the works that have been completed in the property. The responses to the forms received within the month are collected by the Contractor. Only the response to the specific question is considered for this KPI.</p> <p>Should the level of response be below that required by Trivallis KPI10, the Contractor will not be measured against this KPI</p>	(Total number of responses recording "Satisfied" for question on satisfaction form in month / Total number of responses received in month) x 100	Monthly	Trivallis	95%
2	On Time Completion	To measure the Contractors ability to work to the programme and communicate amendments	The number of properties that are recorded as Complete (inclusive of any agreed programme changes)	The Contract Manager will record the actual handover date of each property on the master programme. The actual completion date will be compared to the projected Completion date (including any changes to programme). Any actual Completions received after the projected Completion date will be recorded as late.	(Total number of properties Completed on time in month / Total number of properties Completed in month) x 100	Monthly	Trivallis	95%
3	Completion at first inspection	To determine the ability of the Contractor to complete installation works correctly first time	The level of properties accepted at first inspection	Works are inspected at Completion by the Surveyor. Any Defects are recorded on a Certificate, a copy of which is retained by both Trivallis and the Contractor. The forms are collated on a monthly basis by Trivallis and the number of forms and number recorded as zero Defects is recorded.	(Total number of properties accepted at first inspection in month / Total number of properties Completed in month) x 100	Monthly	Trivallis	95%
4	Contract Paperwork	To determine if the Contractor has met all the requirements for the provision of	Determines if the Contractor has as a minimum: (a) Submitted the valuation to Trivallis on	Trivallis will assess on a monthly basis whether the contractor as met the criteria.	Yes / No	Monthly	Trivallis	95%

		paperwork and data to Trivallis	time (b) Submitted the Corporate KPI data by the 1st of each month (c) Scanned all handover paperwork relevant to each property and uploaded the documents to the Trivallis system - handover paperwork consists of Record of Completed Works form, all test certificates and asbestos report (d) Any other requirement as laid out in the Partnering Information					
5	Site Management	To measure the level of site management by the Contractor	To ensure a safe site for Contractor, Trivallis and Tenant	Trivallis will assess by the Surveyor on a monthly basis, against 10 set criteria, via a data collection sheet. A mark of 1 will be scored for each criteria met, a maximum score of 10	Total score given by Trivallis in a month	Monthly	Trivallis	95%

Responsibilities.....

Qualifications.....

Experience.....

(2) Name.....

Job.....

Responsibilities.....

Qualifications.....

Experience.....

- The following matters will be included in the Risk Register

.....

.....

.....

.....

Optional Statements

If the *Contractor* is to provide Works Information for his Design

- The Works Information for the *Contractor's* design is in

.....

.....

.....

.....

.....

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is.....

If the *Contractor* is to decide the *completion date* for the whole of the works

- **The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost**

[]

APPENDIX 5

ACTIVITY SCHEDULE

To be confirmed upon contract award.