Date: 3rd October 2025

**Invitation to Tender - Craig y Llyn temporary licence for mobile refreshment unit**

You are invited to submit a response to supply the requirements set out in this Invitation to Tender.

Please direct all correspondence and any questions regarding this tender in writing via the Sell2Wales Postbox. Any questions/correspondence must clearly state the title and the reference number of the Contract (CYLTL004).

Each bidder is invited to submit afull, detailed tender response to this ITT by completing the **Part B: Supplier’s Quote.**

The following timetable is applicable to this ITT:

**Deadline for Clarification Questions:** 12.00pm (lunchtime) on Monday 10th November 2025

**Completed quotes must be returned by:**12.00pm (lunchtime) on Monday 1st December 2025

Your completed quote must be returned to the email address indicated in Part A, section 2. Your quote may be rejected if we do not receive it by the stated deadline.

We welcome correspondence in both Welsh and English.

I look forward to receiving your completed quote.

Yours sincerely

Kate Whittle

Specialist Surveyor South West

**Instructions to Suppliers**

Natural Resources Wales is the largest Welsh Government Sponsored Body and is responsible for making sure that the environment and natural resources of Wales are sustainably maintained, sustainably enhanced and sustainably used, now and in the future.

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

The purpose of this Invitation to Tender (ITT) is to provide potential suppliers with sufficient information to enable them to compile a comprehensive quote that meets our requirements for the delivery of the goods, services or works described within this ITT.

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

If you have any queries about this ITT you should send your query to the NRW email address in section 2. Any queries should clearly reference the appropriate paragraph or section in the ITT and, to the extent possible, should be aggregated rather than sent individually.

**1. Tender Conditions and Contractual Requirements**

This section sets out NRW’s contracting requirements and the general conditions relating to this procurement process.

* 1. **Terms and Conditions of contract**

1.1.1 NRW’s standard terms and conditions of contract are included with this ITT.

1.1.2 This ITT, the terms and conditions of contract and the supplier’s quote will form the basis of the Contract between the successful supplier and NRW.

1.1.3 The terms and conditions of the supplier will not apply unless in special circumstances this has been agreed by NRW.

1.1.4 In the event that suppliers have any concerns or queries about the Contract, they should submit a request for clarification before submitting their quote. Any changes to the Contract that become necessary will be notified to all potential suppliers.

1.1.5 NRW is under no obligation to consider any requests for clarification about the Contract received after the deadline for submitting your quote.

1.1.6 Any proposed amendments to terms and conditions received from a potential supplier as part of their quote shall entitle NRW to reject that quote and to disqualify that potential supplier from this procurement process.

**1.2 Conflict of interest**

1.2.1 NRW is required to take appropriate measures to effectively prevent, identify and remedy conflicts of interest to ensure that competition is open and fair, and to ensure equal treatment of suppliers. In order to help us manage any conflicts of interest suppliers are required to declare any conflicts or potential conflicts of interest in relation to this procurement process and the means of resolving it.

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

**1.3 Contracting with ex-employees of NRW**

1.3.1 Suppliers who are ex-employees of NRW or who employ ex-employees of NRW are required to declare this as an actual or potential conflict of interest.

1.3.2 Where a conflict of interest or potential conflict of interest is declared, NRW will assess whether this conflict is likely to result in a distortion of competition and will take appropriate measures to remedy such conflicts.

1.3.3 Suppliers will be given the opportunity to demonstrate that their involvement is not capable of distorting competition. NRW will assess the bidder’s representations and consider if a real risk of a conflict or distortion still exists. In the event that the conflict or potential conflict of interest cannot be remedied NRW reserves the right at its absolute discretion to exclude the supplier from the procurement process.

**1.4 Confidentiality**

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

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

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

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

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

**1.5 Freedom of Information**

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

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

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

**1.6 Costs**

1.6.1 Suppliers are responsible for obtaining all information necessary for the preparation of their quotes and for all costs and expenses incurred in preparation of their quotes.

1.6.2 By submitting a quote suppliers accept that they will not be entitled to claim from NRW any costs, expenses, or liabilities that they may incur in quoting for this requirement irrespective of whether or not their quote is successful.

**1.7 Invoicing**

1.7.1 The appointed supplier shall pay the Licence Fee to NRW pro-rata twice a year in advance on the stipulated Payment Days.

1.7.2 The first payment is to be made on the date of the Licence coming info effect and shall be an apportioned amount for the period from and including the date of this Licence to but excluding the next Payment Day.

1.7.3 If the Licence Fee or any other moneys payable under this Licence are not paid within seven days of the due date for payment, the appointed supplier shall pay interest on those moneys at the Interest Rate calculated on a daily basis from the due date of payment to the actual date of payment, both dates inclusive.

1.7.4 The appointed supplier is responsible for payment of all rates, taxes and other outgoings which may be imposed in relation to the Licenced Area during the Licence Period (save in respect of any period of suspension pursuant to Clause 2.6)

**1.8 Quote Validity**

1.8.1 Suppliers’ quotes must remain open for acceptance by NRW for a period of no less than 30 days from the date of submission, unless stated otherwise in the specification.

**1.9 Governing Law**

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

**1.10 Disqualification**

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

i. to inappropriately influence this Procurement Process;

ii. to fix or set the price for goods or services;

iii. to enter into an arrangement with any other party that such party shall refrain from submitting a quote;

iv. to enter into any arrangement with any other party (other than another party that forms part of the bidder’s consortium bid or is the bidder’s proposed sub-contractor) as to the prices submitted;

v. to collude in any other way;

vi. to engage in direct or indirect bribery or canvassing by the bidder or their appointed advisers in relation to this Procurement Process; or

vii. to obtain information from any of the employees, agents or advisors of NRW concerning this Procurement Process (other than as set out in these Conditions) or from another potential bidder or another quote.

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

**1.11 Right to cancel or vary the process**

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

1.11.2 NRW reserves the right to terminate, suspend, amend or vary this procurement process by notice to all potential bidders in writing.

1.11.3 NRW will have no liability for any losses, costs or expenses caused to bidders as a result of such termination, suspension, amendment, or variation.

**1.12 General** **Requirements**

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

**2. Adherence to Regulatory and NRW Policy requirements**

This section sets out the Regulatory and policy requirements that NRW expects its suppliers to comply with and take into consideration when bidding for work with NRW.

**2.1 Sustainability**

2.1.1 Sustainable procurement takes into account the economic, environmental, and social impacts of purchasing. It allows NRW to meet its need for goods and services in a way that achieves value for money and generates benefits not only to the organisation but to society and the economy, whilst also considering the environmental impact.

2.1.2 NRW is also committed to working with suppliers in order that they can deliver contracts in the most sustainable way, and expects that suppliers consider sustainability when submitting their quotes.

**2.2 Environmental policy**

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

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

2.2.2 All suppliers are encouraged to be aware of NRW’s Environmental Policy and demonstrate best environmental practices when supplying goods to or providing services on behalf of NRW.  Further information is available via the NRW website using the following link: [Environmental Policy](https://naturalresources.wales/about-us/what-we-do/strategies-and-plans/environmental-policy-statement/?lang=en)

**2.3 Timber procurement policy – NOT APPLICABLE**

**2.4 Ethical employment practices**

2.4.1 NRW supports the Welsh Government’s commitment that workers in public sector supply chains are employed ethically and in compliance with both the letter and spirit of UK, EU, and international laws.

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

**2.5 Equality and diversity**

2.5.1 NRW will always consider equality, diversity and inclusion when conducting procurement activities.  NRW requires all its suppliers to meet their duties under the Equality Act 2010 and may ask for evidence that they are aware of and operate in accordance with those requirements.

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

**2.6 Welsh language standards**

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

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

**2.7 Health and Safety**

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

2.7.2 All suppliers will be reviewed accordingly as part of a due diligence process, with due emphasis placed on the quality of the risk assessment and health and safety policy supplied as detailed in the quality section of the ITT

2.7.3 Suppliers may be excluded for proven non-compliance with relevant health and safety legislation, or for a poor track record on previous contracts involving health and safety requirements.

**2.8 Data protection**

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

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

**2.9 Construction Industry Scheme – NOT APPLICABLE**

**3. Evaluation of Quotes**

Quotes will be evaluated based on both quality and price criteria

**3.1 Gateway Criteria**

3.1.1 Some criteria/questions are known as gateways and are fundamental requirements of the contract. If suppliers do not answer these questions appropriately, NRW may reject their quote in full and will not evaluate it any further.

**3.2 Price only evaluation – NOT APPLICABLE**

**3.3 Quality and Price evaluation**

3.3.1 Quality is evaluated using the following methodology:

* + Each quality question is weighted according to its importance and will be scored using the following scoring system:
		- 100 Excellent
		- 80 Good
		- 50 Adequate
		- 20 Poor
		- 0 Unacceptable
	+ The score allocated for each question will then be multiplied by the relevant weighting for each individual question and divided by 100 to get the weighted score.
	+ All the weighted scores for every question are added together to give the overall weighted quality score for each of the quotes.
	+ Points are then awarded to each overall weighted quality score to reflect the position of each quote against the best quote. This is done by awarding 100 points to the highest weighted score (the best score). All the other quotes are then awarded points by taking their weighted score and dividing it by the highest weighted score and multiplying by 100.
	+ The overall quality ratio (see Part A, section 7) is applied to the quality points by dividing the quality ratio by 100 and multiplying by the quality points awarded.

3.3.2 Price is evaluated using the following methodology:

* The lowest quote (the lowest cost) is given the maximum of 100 points. All the other points are allocated by taking the lowest cost and dividing it by the cost bid and multiplying by 100 to get the cost points.
* The overall cost ratio (see Part A, section 7) is then applied to the cost points by dividing the cost ratio by 100 and multiplying by the cost points awarded.
* Finally, the overall quality points and the cost points are added together to give the total overall points scored. (A worked example of this methodology is available upon request).

3.3.3 The contract is awarded to the supplier who scores a Pass in all the gateway criteria and who achieves the best overall points score.

3.3.4 In the event that any prices are expressed by the supplier as being subject to any pricing assumptions, qualifications or indexation not provided for by NRW, NRW may reject the quote.

3.3.5 NRW may also reject any quote where the price for the goods and/or services is considered by NRW to be abnormally low.

**3.4 Tie Break**

3.4.1 In the unlikely event of a tie-break (where two or more quotes offer the same price, or achieve the same total points score), the contract will be awarded as follows:

Price & Quality contract – to the supplier who scores highest on quality.

**Invitation to Quote Form**

**Part A - Contract Details**

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| ***1.*** | ***Timetable*** |
| *1.1* | *Deadline for Clarification Questions:* | 12.00pm (lunchtime) on Monday 10th November 2025 |
| *1.2* | *Completed quotes must be returned by:* | 12.00pm (lunchtime) on Monday 1st December 2025 |

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| ***2.*** | ***NRW Contact Details*** |
| *2.1* | *Name of NRW Contact:* | Kate Whittle |
| *2.2* | *Mobile / telephone number:* | 07929 827 441 |
| *2.3* | *Email address for correspondence / return of completed quotes:* | kate.whittle@cyfoethnaturiolcymru.gov.uk |
| *2.4* | *Office address:* | Natural Resources Wales, Resolven, Neath, SA11 4DR |

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| ***3.*** | ***Basic Contract Information*** |
| *3.1* | *Contract Title:* | Craig y Llyn temporary licence for mobile refreshment unit |
| *3.2* | *Contract Reference number:* | CYLTL004 |
| *3.3* | *Planned start date for contract:* | 1st March 2026 |
| *3.4* | *Duration of contract including any extension options:* | 12 month contract with no extension option. |
| *3.5* | *Brief background information on what the contract is about and why it is needed (see full specification at section 5 below):* |
| This contract is for the siting and operation of a mobile refreshment unit as a commercial opportunity. |

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| ***4.*** | ***Terms and Conditions******of contract*** |
| *4.1* | *The terms and conditions that will apply to this contract are included with this ITT.*  |
| *4.2* | *Any special terms that will apply to this contract are listed below:* |
| The attached specimen licence contains the terms on which this opportunity is offered. |

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| ***5.*** | ***Description of the requirement*** |
| *5.1* | *The specification is as follows:*  |
| * NRW are inviting you to tender for a licence for the operation of a mobile refreshment unit at our site at Craig y Llyn layby in line with NRW’s requirements and specifications as described in this document.
* NRW is seeking a business to add to the general visitor experience in the Rhigos escarpment landscape.
* NRW are offering an opportunity for rental of a commercial pitch for a single Mobile Refreshment Unit in the Craig y Llyn layby beside the A4061 (GR SN 927 032 between Hirwaun and Treherbert) within Rhondda Cynon Taf.
* This will assist Natural Resources Wales in the delivery of the Welsh Governments’ objectives in terms of our strategic goals which include:

• access to woodlands• the use of forests for tourism• health and wellbeing• employment and education• the environment• active community participation• rural and economic development• increasing customer facilities* It is expected that the successful bidder will help deliver and develop on these objectives by operating a high quality commercial outlet.

**OPERATION OF BUSINESS UNIT*** One year licence agreement to commence on 1st March 2026 to 28th February 2027.
* Business unit must be mobile and removed from site each day and is limited to one unit.
* The Licensee will be allowed to operate during the following business hours: between 07:00 and 20:00

**OFFERING*** The Licensee will be expected to produce a menu that gives the customer a sense of place through local procurement as well as catering for dietary requirements/intolerances and healthy eating options.

**SITE & SERVICES*** A permanent hard standing base is available for parking of mobile business unit.
* The Site does **not** have gas or electricity. Please note, if a portable generator is being used at the Licensed Area it must incorporate a silencer unit, so it does not cause any noise or nuisance.
* Water is **not** provided and licence holders need to bring their own supply of water as necessary.
* NRW will not be responsible for any loss in the Licensee’s business due to site closures or restrictions due to severe weather or risk of forest fires which may affect the site.
* The Licensee is to obtain all the necessary consents, qualifications and permissions for running their business on site and to satisfy the requirements of all the statutory authorities.
* The Licensee will pay for all rates, taxes and other outgoings which may be imposed upon the licensed area.

**HEALTH & SAFETY**The Licensee:* will be required to register their business with the Local Authorities Environmental Health Department as the registered business operator.
* must comply with all relevant catering legislation and regulations which will include that the Business Operator must hold a **minimum** Level 3 Food Safety in Catering and all food handlers must hold a **minimum** Level 2 Food Safety and Hygiene in Catering.
* is to produce and implement procedures to ensure that the business complies with the Food Safety Act 1990. This will include consideration for food safety and intolerances.
* is to produce and implement a Health and Safety Policy, which is to include compliance with the following procedures:
	+ First Aid
	+ RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995)
* is to maintain a suitable accident / incident / complaint record for all staff and visitors to the site and have excellent two-way communication with nominated NRW staff to ensure accident / incident / complaint reporting in a timely and appropriate manner.
* is to report hazards and damage to nominated NRW staff.
* is responsible for the daily cleaning of the site which will be kept litter free.

**WASTE MANAGEMENT*** The Licensee is to produce and implement policy for waste management and reduction in use of plastics, disposal of cooking oils, etc.
* The Licensee will be responsible for recycling the recyclable waste products and providing suitably labelled litter bins to ensure the separation of recyclable waste.
* The Licensee will also co-operate with NRW in all aspects relating to maintaining environmental standards.

**WELSH LANGUAGE POLICY*** As per Welsh Language Measure (Wales) 2011 the Licensee will need to meet the requirements of NRW’s Welsh Language Standards Policy by:
	+ Offering bilingual service to Welsh speaking public (i.e. bilingual members of staff)
	+ Organisation’s Public Face - bilingual menus, signs, advertising, publications.

**BRANDING*** Branding design and on-site application would be the responsibility of the successful bidder to develop
* Any production or distribution of advertising materials or signage related to the premises must be bilingual (Welsh/English) and agreed with NRW in advance.

 **DEALING WITH THE PUBLIC*** Staff will be required to dress smartly and to be presentable at all times.
* The Licensee will have to comply with DBS checks where appropriate and provide NRW with evidence of this.
* The Licensee must maintain compliance with child protection and general health and safety regulations including fire safety and must be able to evidence this to NRW at all times.
* All duties as set out in the licence agreement will be periodically monitored for compliance by NRW.

**FEE*** Bidders will state their financial offer as an annual fee, which will be charged 6 monthly in advance
* Successful bidders will also provide NRW with audited gross annual turnover certificate(s) in relation to the commercial opportunity at this site. This information will be treated as commercial in confidence and will be used for internal audit purposes only.
 |
| *5.2* | *Details of the scope and nature of any extension options or review clauses that apply to this contract and the circumstances under which these options/clauses may be used are provided below:* |
| The licence will be issued for a one year period. There will be no opportunity to renew.  |

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| ***6.*** | ***List of attachments (if applicable)*** |
| *6.1* | *The attachments relating to this requirement are listed below:* |
| * Appendix A - Specimen licence
* Appendix B - Location map
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| ***7.*** | ***Evaluation of Quotes*** |
| *7.1* | *All quotes must achieve a Pass on all Gateway criteria. Those quotes that achieve a Pass will then be evaluated on a combination of both* ***Quality and******Price****.* |
| *7.2* | *The overall ratios that will be applied to this invitation to quote are as follows:* |
| *Quality =* | 60% |
| *Price =* | 40% |

**Part B - Supplier’s Quote**

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| ***Privacy Notice*** |
| *The information on this form will be held and used by Natural Resources Wales in accordance with the provisions of the General Data Protection Regulation and all relevant subsequent legislation.   If you have any further queries or concerns, please contact* *dataprotection@naturalresourceswales.gov.uk**.**For further information on the processing of your personal details please see our Privacy Notice page* [*www.naturalresourceswales/privacy*](http://www.naturalresources.wales/footer-links/privacy-notice/?lang=en) |

**Please complete this section in full.**

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| ***8.***  | ***Contract / Supplier Details*** | ***Evaluation - Gateway Pass/Fail*** |
| *8.1* | *Title of the contract that you are bidding for (see Part A, section 3.1):* | Craig y Llyn temporary licence for mobile refreshment unit |
| *8.2* | *Reference number of the contract that you are bidding for (see Part A, section 3.2):* | CYLTL004 |
| *8.3* | *Full name of your Company:* |  |
| *8.4* | *Contact Name for this quote:* |  |
| *8.5* | *Mobile / telephone number:* |  |
| *8.6* | *Email address for correspondence:* |  |
| *8.7* | *Office address for correspondence:* |  |
| *8.8* | *VAT Reg number (if applicable):* |  |

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| ***9.*** | ***Conflict of Interest Declaration*** | ***Evaluation - Gateway Pass/Fail*** |
| *9.1* | *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 officer/employee of NRW?* | Yes / No |
| *9.2* | *If you have answered Yes to 9.1 please provide details below of your relation or connection (note that if you fail to declare a potential conflict of interest NRW may cancel any contract awarded):* |
|  |  |
| *9.3* | *Are you a former employee of NRW or do you employ any former employees of NRW?* | Yes / No |
| *9.4* | *If you have answered Yes to 9.3 please provide details below including the name(s) of the former employee(s), the role that you/they carried out within NRW and the date you/they left NRW (note that if you fail to declare a potential conflict of interest NRW may cancel any contract awarded:* |
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| ***10.*** | ***Terms and Conditions*** | ***Evaluation - Gateway Pass/Fail*** |
| *10.1* | *Do you accept NRW’s terms and conditions of contract as included as Appendix A?* | Yes / No |
| *10.2* | *If ‘No’ state why below (note that your quote may be rejected if you do not accept NRW’s terms):* |
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| ***11.*** | ***Insurance Requirements*** | ***Evaluation - Gateway Pass/Fail*** |
| *11.1* | *Please indicate whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:**Note that it is a legal requirement that all Companies hold Employers Liability Insurance of £5 million as a minimum (this requirement is not applicable to Sole Traders).* *You will be required to evidence that you have the appropriate level of insurance in place prior to the start of the contract.* |
| *11.2* | *Employers (Compulsory) Liability Insurance = £5,000,000* | Yes / No |
| *11.3* | *Public Liability Insurance = £5,000,000* | Yes / No |

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| ***12.*** | ***Additional Qualification Quality Questions*** | ***Evaluation - Gateway Pass/Fail*** |
| *12.1* | *A Waste Carrier Licence/permit is required.* *Please provide evidence of this licence/permit with your quote return.* | Yes / No |

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| ***13.*** | ***Minimum of 3 points on the Food Hygiene Rating Scheme*** | ***Evaluation - Gateway Pass/Fail*** |
| *13.1* | *A minimum of 3 points on the Food Hygiene Rating Scheme is required.**Please provide evidence of this licence/permit with your quote return.* | Yes / No |

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| ***14.*** | ***Quality Criteria*** |
| *14.1* | *Question 1* | *Evaluation - Question 1 - Weighting 25****%*** |
| **Experience, capability or technical ability**1. Describe how you have previously run a similar business opportunity.
2. NRW would like to see local produce and suppliers used for this venture. Please detail how you would deliver this.
 |
| <supplier please insert your response here> |

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| *14.2* | *Question 2* | *Evaluation - Question 2 - Weighting 25****%*** |
| **Health & Safety** 1. Please detail your procedures, policy and actions for complying with the Food Standards Act 1990 in relation to hygiene and food intolerances.
2. Please provide a copy of:
	1. Health and Safety Policy
	2. Sample risk assessment considering the work activity and any relevant factors

Please note that it will be expected that a site specific risk assessment will be drawn up and agreed with NRW in due course by the winning bidder |
| <supplier please insert your response here> |

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| *14.3* | *Question 3* | *Evaluation - Question 3 - Weighting 20****%*** |
| **Dealing with the public**Please outline your procedures towards customer care and dealing with complaints including details on staff training. |
| <supplier please insert your response here> |
| *14.4* | *Question 4* | *Evaluation - Question 4 - Weighting* ***30%*** |
| **Waste Management**Please outline your policy for waste management and reduction in use of plastics, disposal of cooking oils, type of energy use, etc. |
| <supplier please insert your response here> |

|  |  |
| --- | --- |
| ***13.*** | ***Pricing Schedule (ex VAT)*** |
| ***Description*** | ***Price £ (excl. VAT)*** |
| *Tender Bid for one year temporary licence stated in figures £ (excl. VAT)* |  |
| *Total tender bid stated in words £ (excl. VAT)* |  |
| *Confirm that this quote will remain valid for no less than 30 days* | Yes / No |
| *If ‘No’ state the validity period of this quote:* |  |

|  |  |  |
| --- | --- | --- |
| ***14.*** | ***Declaration*** | ***Evaluation - Gateway Pass/Fail*** |
| *I declare that:** *This is a bona fide quote, intended to be competitive, and that I have not fixed or adjusted the amount of the quote by or under or in accordance with any agreement or arrangement with any other party;*
* *I have not communicated to any other party the amount or approximate amount of the quoted price other than in confidence for the express purpose of obtaining insurances or a bond in connection with this quote;*
* *I have not offered to pay or give or agreed to pay any sum of money or valuable consideration directly or indirectly to any person nor entered into any agreement or arrangement with any person that he/she shall refrain from quoting now or in the future;*
* *I am not aware of any connection with a member of NRW’s personnel which could affect the outcome of the bidding process;*
* *I understand that the information submitted will be used to assess my organisation’s suitability to be awarded a contract and that NRW may reject this quote if there is a failure to provide all the relevant information fully or if I provide false/misleading information;*
* *In submitting this quote I agree to and accept all of the conditions stated in this ITT and any supporting documents provided by NRW;*
* *Within the past five years, I or my organisation have not been in breach of obligations related to the payment of tax or social security contributions as established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which I or my organisation is established (if outside the UK);*
* *Within the past five years, I or my organisation (or any member of my proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control has not been convicted of any of the following offences:*
1. *conspiracy;*
2. *corruption;*
3. *bribery (common law offence);*
4. *bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;*
5. *fraud, including -*
	1. *cheating the Revenue;*
	2. *conspiracy to defraud;*
	3. *fraud or theft;*
	4. *fraudulent trading;*
	5. *defrauding the Customs/HMRC;*
	6. *an offence in connection with taxation in the European Union;*
	7. *destroying, defacing or concealing of documents;*
	8. *fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or*
	9. *the possession of articles for use in frauds, or the making, adapting, supplying or offering to supply articles for use in;*
6. *any offence listed-*
7. *in section 41 of the Counter Terrorism Act 2008*
8. *in Schedule 2 to that Act where the court has determined that there is a terrorist connection;*
9. *any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by paragraph (f)*
10. *money laundering;*
11. *an offence in connection with the proceeds of criminal conduct;*
12. *an offence under section 4 of the Asylum and Immigration Act 2004;*
13. *an offence under section 59A of the Sexual Offences Act 2003;*
14. *an offence under section 71 of the Coroners and Justice Act 2009;*
15. *an offence in connection with the proceeds of drug trafficking.*
 |
| *Print Name:* |  |
| *On behalf of (organisation/company):* |  |
| *Role in organisation/company:* |  |
| *Date:* |  |
| *Signature:* |  |