



Llywodraeth Cymru
Welsh Government

Invitation to Tender for Sustainable Schools Challenge Critical Friend and Sustainability Advisor

Reference: C194/2024/2025

This Invitation to Tender (ITT) consists of the following sections:

Section 1	Instructions to Bidders
Section 2	Specification
Section 3	Tender Documents, consisting of: Schedule 3.1 – Technical Questionnaire Schedule 3.2 – Price Questionnaire Schedule 3.3 – Terms and Conditions for Services

Please refer to the Welsh Government Procurement Privacy Notice at:

<https://gov.wales/topics/improving-services/better-vfm/procurement-privacy-notice/?lang=en> to find out how we use and protect your information within the Welsh Government when you quote or tender for a Welsh Government contract through a procurement process. The Procurement Privacy Notice makes sure we continue to comply with privacy law and regulation, it includes information on your rights and information we hold about you and the legal grounds for how we use your information.

Section 1 – Instructions to Bidders

- 1.1 This procurement exercise is being conducted on behalf of the Welsh Ministers (hereinafter referred to as "The Client") to establish a contract for Sustainable Schools Challenge Critical Friend and Sustainability Advisor. The purpose of this Invitation to Tender (ITT) is to provide Bidders with sufficient information to enable them to compile a comprehensive bid that meets the requirements of the procurement for the delivery of the Services set out in the Specification at Section 2 of this ITT. Bidders agree to

keep confidential information contained within the ITT or sent with it or made available in connection with any further enquiries about its subject matter.

- 1.2 This ITT has been issued in connection with the Open Procedure¹ to be conducted in accordance with the Procurement Act 2023 for the procurement of the Contract. Bidders should refer to the contract notice dispatched for publication in the Wales Central Digital Platform-Sell2Wales.
- 1.3 Whilst reasonable care has been taken in preparing this ITT, neither the Client nor any of its advisers accept any liability or responsibility for the adequacy or completeness of any information or opinions stated in this ITT. No representation or warranty, express or implied, is or will be given by either the Client or any of its representatives, employees, agents or advisers with respect to this ITT or any information on which it is based. Any liability for such matters is expressly excluded.
- 1.4 In so far as it is compatible with any relevant laws, the Client reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of the Contract, or to reject any or all Bids. In no circumstances will the Client incur any liability in respect of the foregoing.
- 1.5 This ITT is supplied to Bidders who wish to bid for the provision of Sustainable Schools Challenge Critical Friend and Sustainability Advisor and may not be disclosed, copied, reproduced, distributed or passed by them to any other person at any time (other than external professional advisers operating under similar conditions of confidentiality, in accordance with paragraph 14 below).
- 1.6 For full details of the Services please refer to Section 2 (*Specification*) of this ITT.

2. DEFINITIONS

- 2.1 In this ITT, the following words and phrases have the meanings set out against them below:

Bid	Bid responses made by Bidders to this ITT in accordance with its terms;
Bid Response	A Bidder's submission in response to this ITT which includes, but is not limited to, all responses in respect of Section 3 and all supporting information;
Bidders	Those organisations who have expressed an interest in providing the Services to be procured under the Contract, and "Bidder" means one of them;
Bidder Member	An organisation or person with a connection to the Bid Response;

¹ As defined in the Procurement Act 2023 and associated Regulations

Client	the Welsh Ministers
Compliant Bid	<p>Means a Bid that includes a completed:</p> <ul style="list-style-type: none"> a) Qualification Questionnaire b) Technical Response Template c) Commercial Response Template <p>And:</p> <ul style="list-style-type: none"> d) Is not submitted late, e) Is completed correctly, f) Is not materially incomplete, g) Meets the requirements of this ITT which have been notified to Bidders, h) Does not seek to qualify or amend the Terms and Conditions for Services.
Contract	The legally binding agreement (set out in Schedule 3.3 to this ITT) to be entered into between the Client and a successful Bidder on the conclusion of this procurement, for the provision of Services.
Evaluation Criteria	The Award Criteria which will be used to evaluate Bid Responses, and which are set out in paragraph 6 below.
Contractor	The Bidder awarded the Contract following the successful completion by the Client of this procurement exercise.
ITT Update	A written notification by the Client to the Bidders. ITT Updates may be issued during the Bid period to amend or to provide further clarification to any part of this ITT.
Invitation to Tender or ITT	This invitation to tender for the Contract, including all schedules and annexes hereto.
Services	The services as described in the Specification set out in Section 2 of this ITT;
Specification	The specification contained within this ITT at Section 2, including the mandatory requirement set out in the Qualification Questionnaire within the eTender portal.

3. BACKGROUND

- 3.1 The Sustainable Communities for Learning (SCfL) Programme launched an innovative Sustainable Schools' Challenge through the existing Programme and governance framework.
- 3.2 Building on the Net Zero Carbon mandate across the Programme introduced in January 2022, the Welsh Government invited applications from local authorities that could demonstrate innovative and collaborative design, development, delivery, and management of initially two new schools that could make a positive contribution to the environment and surrounding landscape. The collaboration expected from the Challenge included learners, staff, parents, community and supply chains through all stages of design, construction and operational life for a truly sustainable school.
- 3.3 Aimed at primary schools an allocation of up to £15 million at 100% intervention was allocated per project. Given the high calibre of entries funding was announced in March 2023 for three new sustainable schools.
 - 3.3.1 Campws Cymunedol Bontnewydd will be zero carbon in operation, using reused and recycled materials from buildings that are due to be demolished, and source construction materials as close as possible to the site, including timber and sheep wool insulation.
 - 3.3.2 Designed around a central 'winter garden' Ysgol Gynradd Gymraeg Rhosafan will be a new Welsh language primary school and will include a Welsh Immersion unit, delivering a range of educational and community services that will be provided by the Council, partner organisations and by local voluntary organisations.
 - 3.3.3 The new primary school to serve the Glyn-Coch community will include green roofs, rain gardens and nature-based solutions to surface water management and create an educational, wellbeing and civic hub under one roof. It will provide an active learning zone to teach engineering principles, ecology and land management, with an allotment on site. Planning approval has been received with an expected start on site in March.
- 3.4 Lessons learnt from these three projects will inform wider programme guidance, including any research and skills gaps, in strengthening our commitment towards decarbonisation and environmental protection.
- 3.5 The Sustainable Schools Challenge sought innovative applications for the development and delivery of primary schools in Wales. The three successful projects, one in the north, one in the southeast and the other in the southwest have demonstrated an exemplar commitment towards environmental sustainability and stakeholder engagement throughout all stages of the design, build and operation of their new schools.

- 3.6 Throughout the delivery process, project teams from the three successful schools are expected to contribute to lessons learned which will be fully considered, feeding directly into Case Studies linked to our Guidance. A key objective of the Challenge is to stimulate the whole supply chain to fully consider opportunities and innovative delivery solutions that are often restricted under normal practice.
- 3.7 Along with Construction Excellence in Wales (CEW) and Down to Earth (DtE) Project, the Sustainable Communities for Learning team have worked closely with delivery partners and their design teams in ensuring the collaboration and innovation is achieved to provide useful learning for future projects within the wider programme. The first case study looking at collaboration during the design stage has been completed.
- 3.8 The Challenge will draw upon the sustainability aspects of the New Curriculum and how our young learners translate this into their own 'sustainable community for learning', their school in their community.
- 3.9 Engagement with pupils, young people, staff and the community, so that they can shape their learning and community environment, is encompassed in these projects to include all sustainability aspects of the built environment and its surroundings.
- 3.10 The Client wishes to appoint a consultant to provide sustainability advice and act as a critical friend to innovate in collaborating with pupils, staff and the wider community during the construction phases of the three projects.

4. WELSH GOVERNMENT'S REQUIREMENTS

- 4.1 Bidders are invited to submit Bids to be awarded the Contract for Sustainable Schools Challenge Critical Friend and Sustainability Advisor.
- 4.2 The Contract is for the delivery of the Services as described in the Specification and will endure for the time period set out in paragraph 5 below.

5. BUDGET

A budget range of £80,000 - £120,000 excluding VAT is available for the purposes of this contract and over the initial 24-month contract period. If invoked, The Client will make a further budget of £20,000 - £40,000 excluding VAT for the 6-month extension period.

Bidders should be aware that the budget range is for indicative purposes and bids below the minimum budget range will be considered, provided that the bid is not abnormally low, noting that the client will be seeking to award the contract based on the evaluation criteria stated within the ITT Document.

Bids that equal the maximum range of the (VAT exclusive) budget will also be considered. However, **bids that exceed the above stated maximum (VAT exclusive) budget** for the contract period cannot be considered due to budget

availability at the time of tendering and therefore **will be excluded from the tender process**.

6. CONTRACT DURATION / TIMESCALE

- 6.1 The Contract will take the form set out in Schedule 3.3 to this ITT.
- 6.2 **IMPORTANT** – Bidders are reminded that this procurement is being conducted under the Open Procedure in accordance with the Procurement Act 2023. Accordingly, save for any clarifications or except where the Client considers in their sole discretion that certain terms are inconsistent or redundant, the Contract is **non-negotiable**. Any Bid submitted which seeks to vary or alter either may be deemed **non-compliant** and the Bidder excluded from further participation in the Bid process.
- 6.3 The Contract will be for a staggered 24-month term to coincide with the individual construction periods of the three Sustainable Schools Challenge projects with provision for up to 6-months extension. Subject always to the procurement exercise progressing in accordance with the Client's indicative timetable it is anticipated that the Contract will commence circa March 2026.

7. AWARD CRITERIA

- 7.1 The Client will award the Contract on the basis of the most advantageous tender. This will be assessed against the evaluation process and criteria set out in paragraph 9 below.
- 7.2 The Client reserves the right not to award the Contract based on its evaluation of the Bid Responses.

8. PROCUREMENT TIMETABLE

- 8.1 The following dates are indicative of the programme timetable to be followed. However, the Client reserves the right to change the timetable at any time at its sole discretion. In this event, all Bidders will be advised of the revised timetable.

Activity	Date
Invitation to Tender	Thursday 11/12/25
Deadline for Bidders to raise clarifications	17:00 Thursday 22/01/26
Return of Bid Responses	17:00 Thursday 29/01/26
Announce Intention to award, Assessment Summary Issued	26 February 2026
Publish Contract Award notice starts 8 day standstill period	26 to 11 March 2026

Contract Award / end of Standstill period	Monday 02 March 2026
Contract Commencement	Tuesday 03 March 2026 or TBA

9. CLARIFICATION / BID SUBMISSION - PROCEDURES AND DEADLINES

- 9.1 Each Bidder is invited to submit full, detailed Bids in response to this ITT.
- 9.2 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 Client as part of the bid response. 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 via a PDF download as part of the bid response. The CDP is available at <https://www.gov.uk/find-tender>.
- 9.3 The Client intends to conduct this procurement using the BravoSolution etenderwales portal:- <https://etenderwales.bravosolution.co.uk/web/login.shtml>, bid responses must be submitted via this portal.

BravoSolution has overall responsibility for any technical queries including:

- access to the BravoSolution e-tenderwales portal,
 - access to the online version of this ITT and technical parameter documents via the Portal; and
 - system advice and guidance.
 - BravoSolution can be contacted on 0800 069 8634 or by email to help@bravosolution.co.uk
- 9.4 Any queries / clarifications relating to the Bid should be directed via the message portal. Once a Bidder raises any queries, the Client's responses will be posted via the message portal within the e-tenderwales system. Please note that Bidders can raise clarifications on the content of this ITT until:

17:00 Thursday 22 January 2026

- 9.5 Bidders must submit their Bid Responses via the e-tenderwales system which must be submitted before:

17:00 Thursday 29 January 2026

- 9.6 Late clarifications and/or Bids submitted after the deadline may, at the Client's discretion, be discounted from further consideration.
- 9.7 Submission of your Bid Response is via the "SUBMIT RESPONSE" button which can be found at the top centre of the relevant screen. You can submit as many times as you need before the deadline, but the Client will only receive the latest submission.

Please note that the Qualification, Technical and Commercial responses must be submitted separately. Saving your responses does not mean that you have submitted which takes place via the "SUBMIT RESPONSE" button. You are referred to the e-tenderwales portal for full guidance on completion and submission of your Bid Response and Bidders are responsible for ensuring that they follow all the guidance contained within the e-tenderwales portal. Bidders must read this ITT, and any instructions provided on the eTenderWales portal before completing any part of this tender.

- 9.8 Bidders should read the instructions within this ITT and any instructions provided on the eTenderWales portal before submitting a Bid Response to this ITT. Failure to comply with these requirements for completion and submission of the Bid Response may result in the rejection of the Bid Response. Bidders are therefore advised to acquaint themselves fully with the instructions and conditions set out in this ITT.
- 9.9 The Client requires adherence to all instructions and conditions within this ITT from each of the Bidders and the participation in the tender process by each Bidder shall be construed as unqualified acceptance of such obligations by and on behalf of that Bidder.
- 9.10 Each question has a specific response limit. Please ensure you adhere to the response limits as indicated. Any information provided by bidders that is over and above the limits will not be evaluated. Tables, Pictures and Diagrams must be included within word counts.
- 9.11 Bidders should respond as follows on the eTenderWales portal:

- Complete the Qualification Response:

The Bidder must complete all relevant questions within the Qualification Questionnaire in the Qualification section/envelope of the eTenderWales portal.

Bidder responses to questions in the Qualification questionnaire must comply with the word count where specified. Please note that information provided outside of the scope of the count will be disregarded.

Only one Qualification Questionnaire is required to be submitted with each Bid.

Bids that do not meet the requisite criteria or threshold will not progress to the next stage of the evaluation.

- Complete the Technical Response:

The Bidder must download and complete all questions within the Technical Response Template. The completed Template must be re-uploaded to the Technical section/envelope of the eTenderWales portal.

Bids that do not meet the requisite minimum scoring threshold will result in the rejection of the Bid.

- Complete the Commercial Response:

Before completing the Commercial Response, the Bidder must download and complete the Pricing Schedule. The Schedule[s] must be completed and re-uploaded to the Commercial Response.

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

- 9.12 Unless required specifically to do so, Bidders are not required to submit any other information. **Please note that additional information that was not requested will be disregarded.**
- 9.13 Bids (including all accompanying documents) must be submitted in either English or Welsh.
- 9.14 To constitute a Compliant Bid, it is essential that all information requested is duly completed and returned. Any details not provided, fully completed or saved to the incorrect response envelope will constitute an admission of unsuitability/inability to fulfil requirements and will result in the Bid Response being rejected at the absolute discretion of the Client.
- 9.15 If any of the information supplied in the Bid Response documents changes in the ensuing evaluation period, or thereafter, Bidders must provide the Client promptly with full details in writing of the relevant changes.
- 9.16 **If after viewing the ITT package a Bidder decides not to submit a Bid, the Client would be grateful if the Bidder would supply reasons for not responding to this ITT through the relevant area on the portal.**
- 9.17 **Tendering Support** – you may find it helpful to contact the Business Wales Tendering service to seek general advice and guidance if you are considering tendering for this and future public sector contracts.

Potential Bidders in Wales can access services at:

[Tendering and support | Business Wales \(gov.wales\)](https://gov.wales/tendering-support)

10. EVALUATION OF BID RESPONSES

- 10.1 Each Bid response will be checked initially for compliance with all requirements of the ITT and to confirm whether it is a Compliant Bid. If a Bid is deemed to not satisfy the Client's requirements for a Compliant Bid,

no further evaluation of the Bid will take place, and the Bidder will not be considered further in the procurement.

10.2 Bidders should note that Bid Responses will be evaluated individually in the sequence described below and subsequently awarded as detailed in paragraph 9.4.6 below.

Evaluation Type	ITT Documentation	Details
Stage One: Qualification	Qualification Questionnaire (eTenderWales)	<p>This is an assessment of whether there is any reason why a Bidder should be excluded from participation in the tender process. It is assessed against the Bidder's response to the questions in the Qualification section/envelope of eTenderWales and scored as information only or pass or fail.</p> <p>Guidance is provided against each question, indicating those questions which are mandatory that Bidders must respond to and pass to be able to proceed to Stage 2.</p> <p>A Bidder can be disqualified from the tender process at Stage 1, where the Bidder:</p> <ul style="list-style-type: none"> • Does not provide all information requested within the Qualification section/envelope of eTenderWales that is marked as "Mandatory", • Receives a fail for one or more of the Qualification questions (in the Qualification Questionnaire).
Stage Two: Technical	Technical Response Template	These are the Technical questions within the Technical Response Template on eTenderWales. Bidders are required to note the instructions for completion of the Technical

		<p>Questions within this ITT and the Technical Response Template.</p> <p>All questions should be answered by completing the Technical Evaluation response template provided (uploading the completed template as indicated on eTenderWales).</p> <p>The response to each of the Technical questions will be scored out of one hundred (100) in accordance with the Marking Scheme and Evaluation Guidance contained within the Technical Response Template.</p> <p><i>(Please refer to paragraph 10.3.6 below)</i></p> <p>Bidders should note there are minimum scoring requirements for the Technical questions. These are:</p> <ul style="list-style-type: none"> • To ensure a consistent standard across all areas covered by the technical questions, the score allocated to each technical question must reach its minimum pass score. If any technical question is awarded a score of forty (40) out of one hundred (100) or lower, it will immediately fail the whole tender.
Commercial Response	Commercial Response Template	<p>This is the Commercial response within the Price Schedule Template on eTenderWales. Bidders are required to note the instructions for completion of the Commercial Response within this ITT and the Commercial Response Template.</p> <p><i>(Please refer to paragraph 10.3.8 below)</i></p>

10.3 Bid Responses will be evaluated on the basis of the most advantageous tender received, having regard to the following criteria:

10.3.1 Technical Responses will be evaluated using a consensus scoring approach. An evaluation panel will be formed consisting of a minimum of 3 members, including an independent panel member. The panel will independently review and score each of the questions and will then meet to determine a consensus score for each of the questions within the Technical Response envelope.

10.3.2 As a minimum, Bidders will need to meet the requirements of the Qualification Questionnaire. Failure to meet these requirements will result in Bidders being disqualified from further consideration.

Please Note: Not all of the questions included within the Qualification Questionnaire are mandatory. Guidance will be provided for each question within the Qualification Questionnaire indicating those questions which are mandatory that Bidders must meet to be able to proceed to Stage 2.

10.3.3 The Bid Response will then be evaluated on the basis of the Technical Response (Schedule 3.1) and Commercial Response (Schedule 3.2).

10.3.4 The Contract will be awarded on the basis of the most advantageous tender. The tables below show the weightings allocated to the Quality and Price criteria

Tender Award Criteria	Weighting
Quality (Technical Response) Criteria:	70%
Price (Commercial Response) Criteria:	30%

10.3.5 Please note that Bidders will be required to obtain a minimum score of 60 – Minor Concerns or above for questions related to the criteria within the Technical Response (Schedule 3.1).

10.3.6 The Award Criteria and the weightings applied to each criterion are as set out in the table below:

Section & Question	Weighting
Service Delivery	40%
Education Sector Experience	10%
Professional Experience	5%
Collaboration and Stakeholder Engagement	15%

Commented [CW1]: Alwyn - These % weightings need to equal the Quality % weighting above.

Innovation and Creativity	10%
Account and Contract Management	15%
Team Structure and Support	10%
Performance Management and Continuous Improvement	5%
Other	15%
Sustainable Travel	5%
Health and Safety	10%

10.3.7 Stage 3, Commercial Response (Schedule 3.2), will be evaluated according to the scoring methodology referred to in the Table below.

10.3.8 The Commercial questionnaire will be evaluated based on the total cost of services on the pricing schedule. A formula will then be applied to the total cost so that a percentage is awarded in proportion to the best tendered price (the lowest price). The best tendered price will receive the maximum Price score of **30%** of the overall tender Score. An example of this can be found in the scoring methodology referred to in the Table below.]

Scoring Method	
10.3.9	<p>Example:</p> <p>Provider A = £20,000 (Total Cost)</p> <p>Provider B = £24,000 (Total Cost)</p> <p>Provider C = £25,000 (Total Cost)</p> <p>Cost Score Calculation:</p> <p>Provider A = 100% (Best Bid)</p> <p>Provider B = £20,000 / £24,000 x 100 = 83.33%</p> <p>Provider C = £20,000 / £25,000 x 100 = 80%</p> <p>Total Score Adjustment (30%):</p> <p>Provider A = 100% x 0.3 = 30%</p> <p>Provider B = 83.33% x 0.3 = 25%</p> <p>Provider C = 80% x 0.3 = 24%</p>

The Quality and Price evaluation scores will be combined and the Bidder with the highest score will be awarded the Contract.

10.3.10 The Client will inform all Bidders of the outcome of the evaluation, via the message area of eTenderwales portal. The information contained within the notification will be in accordance with Section 50 of the

Procurement Act 2023 (Contract award notices and assessment summaries) and regulation 32 of the Procurement (Wales) Regulations 2024 and the Contract Award Notice will provide details of the mandatory standstill period if applicable. The Client reserves the right in its absolute discretion not to appoint a successful Bidder.

- 10.3.11 It is the Bidder's responsibility to ensure that all information required is supplied and is accurate. Any changes that could affect any of the answers must be notified to the Client as soon as reasonably practicable.

11. COMMUNITY BENEFITS

- 11.1 Community Benefits in a procurement context is about ensuring that wider social and economic issues are taken into account when tendering contracts, to maximise the investment as widely as possible. The Client is committed to delivering community benefits throughout Wales via its sourcing activity.

- 11.1.2 Community Benefits will be a non-Core requirement and will not form part of the evaluation criteria. However, submission of a non-Core Community Benefits proposal will be a condition of a compliant bid.

- 11.1.3 The successful Contractor should actively support local small and medium-sized enterprises (SMEs) throughout the delivery of the Sustainable Schools Challenge. This support could include:

- Offering workshops and networking events to help local SMEs build capacity and enhance their business operations by adopting sustainable practices.
- Collaborating with local SMEs to develop innovative solutions that contribute to the environmental goals of the Sustainable Schools Challenge.

- 11.1.4 In addition, the successful contractor should facilitate interactions between learners and STEM professionals. This initiative aims to inspire and educate learners about sustainability and environmental practices. Whilst the successful contractor can shape this initiative, they could include:

- Organising workshops and hands-on activities to engage students in sustainability topics.
- Provide mentorship opportunities where learners can interact with experts in STEM fields, fostering interest and career aspirations in this area.

- 11.1.5 The successful Contractors will be required to implement the Community Benefits proposals once agreed with the Client.

12. CONTRACTUAL COMMITMENT OF BID

- 12.1 Except for manifest error or as may otherwise be expressly agreed by both the Client and the Bidder, the contents of submitted Bids will be deemed to be binding upon the Bidder and open for acceptance by the Client for a period of **180** days. Therefore, Bidders are cautioned to verify their proposals before submission to the Client. The Client reserves the right, at its absolute discretion not to accept any Bid submitted in response to this ITT.
- 12.2 Prior to submitting its Bid, it is the Bidder's responsibility to ensure that all proposed suppliers and sub-contractors are fully aware of all the technical, commercial and legal requirements relating to this procurement.

13. BID PREPARATION COSTS

- 13.1 Each Bidder shall be solely responsible for all the costs it incurs in the preparation and submission of its Bid up to and including the award of any contract by the Client. This shall also be deemed to cover the cost of attending any pre or post award Bidder meetings and site visits. The Client shall in no event be responsible or liable for any such costs regardless of the conduct or outcome of the bidding process (including but not limited to either the termination or amendment of the procurement process), and in this respect, the Bidder shall have no recourse to the Client.

14. AMENDMENTS TO ITT

- 14.1 Throughout the procurement, the Client may issue ITT Updates, which will be identified by a version number and the date. No other statements issued by the Client in relation to this ITT shall constitute ITT Updates unless subsequently ratified by an ITT Update.
- 14.2 Such ITT Updates will contain details of any amendments to this ITT, together with any further information, which may assist the Bidders in the preparation of their Bid Response.
- 14.3 The Client reserves the right to make amendments to this ITT at any time up to the award of the Contract.

15. CONFIDENTIAL INFORMATION

- 15.1 Confidential information means all information which is supplied by the Client to a Bidder whether in writing, orally or in any other form, directly or indirectly from or pursuant to discussions with such Bidder or which is obtained through observations made by such Bidder which is designated by the Client as confidential or which ought to be considered as subject to a duty of confidentiality. Each Bidder shall hold in confidence any confidential information, provided that such Bidder shall not be restricted from passing such information to its professional advisers, its proposed sub-contractors (subject to obtaining appropriate confidentiality restrictions), but only to the extent necessary to enable it to prepare its Bid and participate in this procurement.

16. FREEDOM OF INFORMATION

- 16.1 The Client is a public authority for the purposes of the Freedom of Information Act 2000 (and the Environmental Information Regulations 2004). Any information submitted by you in connection with this tender may be requested and disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive or confidential, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Whilst the ultimate decision on whether to release rests with the Client, you will be consulted if the Client receives a request that captures any of the information you have provided.

17. COPYRIGHT

- 17.1 Bidders are reminded that the copyright in this ITT is licensed to or vests in the Client and its appointed advisors. This ITT may not either in whole or in part be copied, reproduced, distributed or otherwise made available to any other third party without the prior written consent of the Client except in relation to the preparation of a Bid. All documentation supplied by the Client in relation to this ITT is and shall remain the property of the Client and must be returned on demand, without any copies being retained.

18. BID MEMBERSHIP and ELIGIBILITY

- 18.1 The Client must be notified in writing of any change in the control, composition or membership of a Bidder that has taken place subsequent to the submission of the Bid Response.
- 18.2 Similarly, the Client must be notified in writing of any changes that have been made to the nominated suppliers or advisors. The Client reserves the absolute

right to withhold approval for any such changes and to disqualify the Bidder concerned from any further participation in the procurement process.

19. COMMUNICATIONS

- 19.1 Any enquiries associated with this ITT must be submitted via the e-tenderwales messaging services. Except where the response to an enquiry relates to commercially confidential matters, the Client will copy their responses to all Bidders.

20. CONSORTIUM BIDS AND SUBCONTRACTING

- 20.1 The Client welcomes collaborative bids. For further information on joint bidding, please see <https://gov.wales/joint-bidding-public-contracts-guidance-consortia>. Where a consortium, sub-contracting or third party approach is proposed, all information requested, including without limitation both financial and technical, should be given in respect of the proposed prime supplier consortium leader. In addition, the elements of the service or supply being provided by consortium members, sub-contractors or third party providers must be clearly distinguished. Furthermore, relevant information should also be provided in respect of consortium members, sub-contractors or third party providers not operating through a sub-contract who will play a significant role in the delivery of the Contract. For the purposes of this ITT, a significant role is where the economic and financial standing and the technical or professional ability of the consortium member, sub-contractor or third party is referred to or relied upon in the Bid Response.
- 20.2 Details of the structure of the relationship between the consortium leader and consortium members or between the Bidder and sub-contractors or third party providers must be provided. Such details must include information on the contractual documentation in (or to be in) place between them. The Client may request evidence that the contractual documentation is in place.
- 20.3 Bid Responses must enable the Client to assess the overall service proposed. Bidders should note that in the case of a consortium approach the Client may require that the liability of the consortium members to be joint and several.
- 20.4 The Client recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Bidders should therefore respond in the light of the arrangements as currently envisaged. Bidders are reminded that any future change in relation to consortia and sub-contracting must be notified to the Client so that they can make a further assessment by applying the criteria to the new information provided.
- 20.5 Without prejudice to paragraphs 20.1 – 20.4 above, the Client needs to ensure that any Bidder with which a Contract is concluded meets the financial standing

requirements in this ITT. Consequently, where a Tenderer intends to rely on the financial standing of other entities (whether parent companies, group companies or otherwise), full information must be provided about those other entities.

21. PUBLICITY

- 21.1 No publicity regarding the award of any contract will be permitted unless and until the Client has given express written consent to the relevant communication.

22. CONFLICT OF INTEREST

- 22.1 Bidders are instructed to ensure that their potential appointment as Supplier has not and will not create any conflict of interest or any situation that might compromise or prejudice the Client's duty to manage an open, fair, non-discriminatory and competitive procurement process. In the event of a conflict (or potential conflict) arising at any time during the procurement process, the affected Bidder must report the occurrence of an actual or potential conflict and the means for resolving it to the Client as soon as reasonably practicable.
- 22.2 Failure to declare any actual or potential conflict and/or failure to address such conflict to the reasonable satisfaction of the Client may result in a Bidder being disqualified from this procurement.

23. RIGHT TO REJECT BID RESPONSES

- 23.1 If a Bid is deemed to not satisfy the Client's requirements for a Compliant Bid, no further evaluation of the Bid will take place, and the Bidder will not be considered further in the procurement.
- 23.2 The Client reserves the right to reject or disqualify a Bidder where:
- The Bidder and/or a member(s) of its supply chain are unable to satisfy the terms of the Procurement Act Sections 26-30, Schedule 6 and Schedule 7 at any stage during the tender process. In summary, a tender from an excluded supplier or an excludable supplier must (for excluded suppliers) or may (for excludable suppliers) be disregarded in a competitive tendering procedure (see section 26). In addition, the supplier must (for excluded suppliers) or may (for excludable suppliers) be excluded from participating in or progressing as part of a competitive flexible procedure (see section 27). 'Progressing' in the procedure could mean being permitted to continue in the procurement beyond the submission of requests to participate, submitting initial tenders, or any subsequent stage in the procedures. Section 28 separately provides for exclusion of a supplier by reference to a sub-contractor, Section 29 provides

for Excluding a supplier that is a threat to national security and Section 30 provides for Excluding suppliers for improper behaviour.

- The Bidder and/or a member(s) of its supply chain are guilty of material misrepresentation in relation to information provided by the Bidder during the pre-qualification stage and/or in connection with any Bid.
- The Bidder and/or a member(s) of its supply chain contravene any of the terms and conditions of this ITT or other document issued by the Client, or
- There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or a member(s) of its supply chain.

24 CLIENT'S RIGHTS

24.1 The Client reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Client
- Seek clarification or documents in respect of a Bid, subject to compliance with the Procurement Act 2023.
- Disqualify any Bidder that is guilty of serious misrepresentation in relation to its qualification, Bid or the procurement process;
- Abandon the Bid process in its entirety;
- Withdraw this ITT at any time, or re-invite Bid Responses on the same or alternative basis;
- Choose not to award any contract as a result of the current procurement process; and
- Make whatever changes they see fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

25 GOVERNING LAW

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

26 CHANGES TO THE SPEC

Throughout the duration of the Contract, the Client may seek to continue to improve the Contract and to make changes where necessary to take into account changing Ministerial priorities. To this end, a number of flexibilities (including but not limited to varying the Services) have been incorporated into the Contract and the Specification- see section (34) of the Specification. Changes to the Specification will be implemented in accordance with the terms of the Contract. Priorities will be reviewed regularly by the Client and Welsh Government Officials and may be revised.