

# Denbighshire Leisure Limited- UK Leisure Framework Procurement 2026 - 34

## Invitation to Participate Descriptive Document

and

## SPECIFIC QUESTIONNAIRE

for

## Shortlisting Phase 1



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## Introduction

This is the Invitation to Participate Document, Specific Questionnaire and Instructions to bidders in respect of the procurement by Denbighshire Leisure Limited (DLL), of their Fourth generation UK Leisure Framework 2026-2034. The pipeline notice was published on the 18<sup>th</sup> December 2025 and the Tender Notice published by DLL on the Sell2Wales website on the 27<sup>th</sup> January 2026 in relation to the Procurement Process being undertaken in accordance with the Procurement Act and Regulations 2023. A preliminary market engagement notice has not been issued for this procurement.

## Foreword

DLL limited are excited to be coming to the market again to offer this opportunity for the successful bidder to become part of the fourth generation of this UK wide leisure framework. It is anticipated that this fourth generation of the Framework will see it develop in innovation and reach to cement its position as a National Leader in Leisure and Associated Developments.

DLL look forward to again to be asking the market to bid for this opportunity and are ready to engage with prospective bidders.

## **SECTION 1**

### **INTRODUCTION**

#### **ABOUT THE OPPORTUNITY**

##### **1. Background - Denbighshire Leisure Ltd**

- 1.1. Denbighshire Leisure Limited (DLL) are a well-established, passionate and driven team, with a culture of high performance, and excellent customer service. Our past successes have laid the foundations for us to be where we are today, giving us an excellent reputation within the industry, and a hard-working team who thrive on the customer having the best experiences possible. This ethos will need to be further enhanced and developed by the bidder / potential Development Partner who wins this exciting opportunity to be part of the next generation of DLL's UK wide Leisure Framework.
- 1.2. DLL is committed to providing customers with the highest standard of facilities and services both as a leisure provider in its right, and as the over-arching leaders of the UK Leisure Framework. We expect quality to improve year-on-year both as a business and in terms of project delivery to clients. This aspect is of great importance and will be measured throughout the Framework period.
- 1.3. DLL has three important, but distinct pillars, which inform and influence the way we work, and the reasons behind the Company's formation. DLL is recognised for the valuable contribution it makes to its communities, and how it works with its partners and other businesses. There is an expectation that this same commitment will be made to the communities and localities where prospective clients are to purchase projects from our Framework. Alongside this, we expect where the client requires a holistic approach to be taken to their project, it isn't just a building that is being delivered, but is a building that is turnkey, and beneficial to the client as well as the wider community. Our chosen Development Partner will ensure the facility serves the client for a number of years, with a high-quality build and model that compares with the very best of the private sector. This is the standard and benchmark that we

expect from any project delivered through the Framework, irrespective of size or cost. Our Development Partner will take pride in the delivery of each project and or service that goes through the Framework, as the work delivered through it will define the reputation of the Framework, and DLL, over the course of its term.

## **2. The three pillars of Denbighshire Leisure Ltd:**

### **Our Community**

- 2.1. We place our communities at the heart of everything we do. There is an expectation that any project delivered through the Framework will take an approach that will benefit the wider community in that area as a whole. This will extend to any sub-contractors on the Framework, who will be expected to look at a community benefit programme within each area.

### **Our People**

- 2.2. We believe that our staff are key to the overall success of DLL, as they are passionate and driven, with a culture of high performance and a reputation for excellent customer service. We expect the same standard of commitment to be shown by our chosen Development Partner when delivering projects through our Framework. Achieving customer satisfaction through the Framework will be key to maintaining, and building on its reputation, which in turn will mutually grow alongside that of DLL and our chosen Development Partner as a result.

### **Our Business**

- 2.2.1. DLL's business has grown and developed significantly over the years, and following the success of the most recent iteration of the Framework, we are looking to continue this growth. Our successfully appointed Development

Partner will be able to demonstrate how they will market and grow the Framework over its term. This will include pro-actively building the framework's business by marketing the Framework and finding opportunities to achieve the aspiration of delivering £7.2 billion (gross) worth of projects through the Framework during its term. This will set the next iteration of the Framework out as market leading, whilst again mutually developing the brand of both DLL and our chosen Development Partner.

### **3. Context - What are DLL Looking For?**

- 3.1. DLL are specifically looking for a Development Partner with significant and demonstrable experience in the leisure, recreations and multi-functional development market, and in delivering these projects in a "turn-key" package for their clients. The scope of services required under the framework should be considered significant for the appointed development partner. Based on lessons learned from previous iterations of the framework the development partner will be required to have the organisation structure, quality sub-contractor supply chain and internal resources in place to deliver a UK wide framework at the commencement of the commission.
- 3.2. The expiring framework was available to all public sector entities including leisure trusts, arm's length organisations, and other recreational and leisure providers who are subject to public procurement regulations. This Framework will build upon the expiring Frameworks success and continue to maximise its reach and client base.
- 3.3. Previous projects undertaken through the framework have ranged in price from £250k to £20 million and have included eye catching projects, including the SC2 waterpark in Rhyl – delivered as part of the overall Waterfront Development in the region. The facility includes a 13,000 sq ft leisure pool with flumes, slides and water play features, a TAG active adventure zone, changing village with internal café and bar as well as an external food and beverage pod.



3.4. Dudley Leisure Centre is another development which utilised the Framework. This project is for the creation of a vibrant modern hub where local residents and workers can enjoy a range of physical activities to include:

- 8 lane swimming pool
- Teaching Pool and Spectator Area
- Sauna
- 4 Court Sports Hall
- 100 station fitness suite
- Two Group Exercise Studios
- Immersive cycle studios
- Soft Play area with catering facilities
- Party Room
- Café
- Feel Good Studio with Shape-master and Power Assisted equipment

#### **4. Why should clients choose the Framework?**

4.1. The DLL UK Leisure Framework is intended to provide the clients with a turnkey solution to deliver their Well-being, Health, leisure, recreational and or mixed-use facilities and developments that they require and support the sustainability of the solution either as an integral or standalone service. This involves the Framework being able to deliver on a number of service areas:

- Concept to cost certainty
- Feasibility and robust business planning
- Supply chain leverage
- Speed of delivery
- Project management
- Operations and marketing support
- Risk transfer
- Track record of successful delivery
- Reduced tendering costs

4.2. The Framework can also provide where required as part of the project deal:

- Feasibility studies and business planning
- Design management
- Design services
- Construction
- Sourcing of and provision of private financing option through its pool of funders
- Marketing, branding and sales development

Provision of Equipment and Services such as:

4.2.1. Sales and marketing management to include:

- Impact sales teams
- Marketing campaign
- Brand development
- Staff training
- Digital marketing and technology
- Mystery shopping
- Marketing auditing services

The above list is not exhaustive.

4.2.2. Equipment:

Under the Framework Leisure Operators may purchase leisure equipment, including but not limited to the examples below:

- Health and fitness equipment
- Play equipment
- Climbing equipment
- Toning equipment

- Office and leisure furniture
- Drowning detection
- IT solutions
- Signage
- Food and beverages.

4.3. The new Framework not only seeks to continue to provide the deliverables of the past to the highest quality standards available, but will also seek to improve, develop and build upon the previous iteration, to ensure that the end client has everything it needs under one roof. The new Framework will extend the access of the Framework to ALL of the UK public sector, civil service, blue light services, sports England, third sector, and university clients, etc as detailed in Appendix C. As can be seen from the above, the successful Development Partner will not simply be responsible for the delivery of facilities, but they will need to provide DLL and their clients with all of these services, works, goods and equipment to bring about their turn-key sustainable solution.

4.4. However, what must not be lost in this is that as well as delivering a successful project to the Framework project client, the successful Development Partner will also need to be an excellent development partner to DLL, assisting DLL in its endeavours to be the market leading sports facility and development provider nationally.

4.5. What is DLL looking for

- Managing the delivery of the Framework - the Development Partner will be expected to pro-actively and robustly manage the Framework delivery,
- Marketing, Promoting and Developing the Framework. This is critical to the development of the new Framework, ensuring that the success of the Framework is progressive and that clear marketing strategies and objectives are agreed, delivered, and beaten year on year.
- Liaise with DLL on a regular basis to develop the Framework, reporting on Project Progress.

- Service an income back to DLL through its framework management processes; and
- Manage client engagement throughout the term of the Framework, through the construction and beyond into the defect period. The Development Partner will be required to act as employer in relation to any construction project on behalf of the Framework Client and therefore this process will need to be managed at practical completion, and through the defects liability period and even beyond to ensure the quality of the build, and framework services.
- To deliver the aspirations of the framework the development partner will have in place the organisation structure, quality sub-contractor supply chain and internal resources at the start of the commission to ensure a seamless transition. The development partner will be expected to comply with public sector best value duties in bringing together its supply chain members over the years.
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#### 4.6. For the Project Client

- Providing a procurement strategy for the client project which gives the client cost certainty before they commit to proceeding with the development and enter into contract.
- Developing client designs working as necessary with an appropriate design team;
- Sourcing and arranging finance or funding packages as necessary for the Client and their project;
- Taking the risk of the Client Project, site investigations and surveys until such a time that the client has achieved cost certainty, and is in a position to enter into contract;
- Project Managing the Project on behalf of the Client until final handover of the Turn-Key Solution;
- Act as the Employer under the build contract and take some of the risk of the Project until Practical Completion and provide customer support to the Client even after the achievement of Practical Completion chasing rectification of defects and any other issues.
- Support the client on the long-term strategic planning of the facility and wider leisure provision to ensure a viable and sustainable facility is developed and managed.

- The ability to enable the client to develop a business model, giving consideration to the wider community and the provisions that are already available within the area.

4.7. The above list sets out the minimum requirements to be fulfilled by the successful bidder. Each element will be tested during this competitive flexible procedure. The bidders will also be required to show how it will seek to implement the Well-Being of Future Generations Act 2015 (the “Act”) across the communities within which it will work to help public bodies to improve the social, economic, environmental and cultural well-being of not just Wales in the context of this Framework but across the UK Nationally. It is expected that this provision is embedded in all activities and projects going forward.

## **5. Scope of the Framework Agreement**

5.1. The scope of the Works, provision of Goods and Services to be delivered within this Framework Agreement, on behalf of the Clients via the call-off process are as follows but are not limited to:

- Undertaking Feasibility Studies up-to-do and including RIBA Stage 3, to develop the design brief and produce robust Outline Business Plans/ Feasibility Studies identifying the cost and risks for the development of the Client’s Leisure Project and where appropriate the wider community benefit considerations.
- Providing for Client consideration concept designs to enable a visualisation of what a finished project might achieve.
- Design, Build, Project Manage and fit out, amongst other things, of a Client’s project always working in collaboration with the Client and any stakeholders necessary.
- Provision of Funding advice/solutions where requested by Clients in enabling a value for money solution to achieve the Client’s project.

## **6. Development Partners Obligations**

6.1. The Development Partner shall be appointed to:

- a. establish a collaborative relationship between the Parties to this Framework Agreement.
- b. perform all duties required to ensure the proper performance of the Framework on behalf of DLL and all Call-Off Client's accessing the Framework.
- c. provide the Works and Services to the Clients on a project-specific basis which allows the Client to have the ability to select any of the optional Design, Build, Fit-Out, Facilities Management, Finance, Marketing and Promotional provisions as Works and Services to suit the Client's individual project needs.
- d. provide the package the Client requires as agreed between the Client and the Development Partner on a project-by-project basis as follows:
- e. The Leisure Development Partner shall manage the project from the initial Client contact through each of the RIBA stages to ultimate completion of the Project and beyond into the defects liability period.
- f. In providing early Feasibility Studies as a key feature of each project the Development Partner and Client engagement shall address all cost consequences of the capital build or refurbishment of the site, including any potential life-cycle and maintenance cost consequences to allow the Client to have a full understanding of the viability of the project from start to finish; and
- g. Provide details of the on-going costs of the build and equipment, including the operational matters such as energy and consumable costs. In the event of funding solutions being required each client should have a full and detailed understanding of all of the Funding Costs.
- h. The Feasibility information should enable the Client to understand the size of the potential development, evaluate market conditions to determine financial viability of the project and its potential for success to provide a commercial and social cost benefit assessment.

- i. The Leisure Development Partner should be able to demonstrate value management during all phases of any projects taking into consideration feasibility, design, construction, commissioning, maintenance and operations.
- j. The Development Partner will provide project management services and act as the principle Development Partner coordinating the design, construction, commissioning and handover of the completed project. They will provide the relevant professional services associated with a design and build project. All contractors should carry employer's liability insurance; public liability insurance and professional indemnity insurance as set out in the tender documents.
- k. The Development Partner will be responsible for managing all the associated construction risk, stage payments and maintaining the development programme. They should also provide the role of CDM Coordinator as required by the Construction (Design and Management) Regulations 2015.
- l. ensure that the Parties, Client's and Project Teams shall act in the spirit of partnership and collaboration with mutual trust and confidence in a transparent working environment permitting open book accounting;
- m. set in place business and cultural processes to enable the Parties and Project Management Teams to establish and agree mechanisms which achieve Continuous Improvements in time, quality and costs with the principal aim of achieving value for money for all Parties to the Framework Agreement and to the Call-Off Contracts;
- n. ensure that the Parties will each commit themselves to the achievement of continuous, measurable and measured improvement by agreeing both quantitative and qualitative targets and Standards which:
  - I. are specific;
  - II. are challenging;
  - III. add value; and
  - IV. are sustainable and eliminate waste;

- o. provide the Continuous Improvement Plan, which shall be finalised during the Development Period shall be linked to Development Partner Key Performance Indicators which shall be reviewed during Operational Management Team Meetings.

## **7. Performance of the Works, Services and Goods under the Call-off Contract**

- 7.1. Prior to entering into any Call-Off Contract the Client and the Development Partner must agree in writing all relevant elements of the required tasks to be set out in the Call-Off contract, including all work to be undertaken at the Development Partner's Risk, and that of the Client to achieve cost certainty; followed by the form of all contracts, surveys to be undertaken, the design team and professional services, the sub-contractors, any applicable collateral warranties and novation agreements, along with any additional documents as may be required to undertake and complete any particular project. All prospective Clients shall be entitled to require the delivery of a fully costed proposal before committing to enter into the Call-Off Contract, and fully understand the costs, and risks that will sit with them particularly in the event of any variations subsequent to entering into contract.
- 7.2. The Development Partner shall ensure that it has undertaken or procured the undertaking of all Surveys required to complete the Client project, as agreed by the Client and the Development Partner during the feasibility stage of the project.
- 7.3. The Development Partner shall ensure that all professional services either provided or procured shall be from duly qualified, skilled and competent professionals within their field, that all contractors, sub-contractors, and work-force are capable, and able to perform their duties with the required skill and care for the kind of project they are being procured to undertake.
- 7.4. The Development partner shall ensure that the procurement of sub-contractors and contractors is undertaken in a competitive market and offers best value to the Client.
- 7.5. The Development Partner shall upon entering into a call-off contract with the Client enter into all relevant contracts to progress the Project on behalf of the Client,



including where appropriate the Building Contract (JCT, NEC or other industry standard form of contract) with a Building Contractor.

- 7.6. All contracts which the Development Partner enters into shall grant to the Development Partner an irrevocable, royalty free licence to use and reproduce the Design Documents prepared or within which they have copyright which shall include the right to grant sub-licences; and
- 7.7. Provides to the Development Partner, without charge a complete set of the Design Documents prepared by them or in which they have copyright at the completion of the Works.
- 7.8. The Development Partner shall procure that the Building Contract contains a defects liability period of no less than 12 (twelve) months.
- 7.9. The Development Partner shall within 5 (five) days of execution provide to the Client certified copies of all of the appointments including the Building Contract relating to the Client's project,
- 7.10. The Development Partner is acting as the Employer under the Building Contract and shall ensure that the Building Contractor and his team shall perform the obligations under the terms of the Contract and other associated appointments, unless expressly agreed by the Client the Development Partner shall not permit any material variation to the Building Contract nor release any Building Contractor from performing its obligations under the relevant appointments.
- 7.11. The Development Partner shall deliver Collateral Warranties from the Surveyors as appropriate, the Building Contractor, the Principal Building Sub-Contractors, and each member of the Professional Team to the Clients as soon as they are available in accordance with the terms of each of the individual contracts as executed, or within 14 days of the execution of each of the Contracts.

## **8. How do you take part in this exciting opportunity?**

8.1. This section sets out the procurement process to be followed by DLL to get to market and appoint a supplier.

The section continues to explain specific requirements relating to the scope of the procurement and the procurement process including a detailed look at how the competitive flexible procedure will be managed in order to guide you through how to take part in this exciting opportunity and how your efforts as a bidder will be dealt with during each evaluation stage concluding with some Specific Questionnaire advice.

## **9. The process to market.**

9.1. The first notice is the Pipeline Notice, this provides high level information and informs bidders of the Contracting Authorities intent. This and other Procurement Notices will be published on the central digital platform 'findatender' and Welsh Government platform, Sell2Wales. ([www.Sell2Wales.gov.wales](http://www.Sell2Wales.gov.wales)).

9.2. A Preliminary Market Engagement Notice was not considered necessary as the framework methodology has been shown with many successful projects completed to meet the needs of the users and is accepted, as a respected and proven route to market. As this is the fourth iteration of the Leisure Framework and a dialogue process with limited negotiation has been built into the phase 2 tender stage, it will give the parties the opportunity to iron out any minor challenges presented during the tender process without changing the essence of the frameworks and procurement intent.

9.3. The next notice to be published will be the Tender Notice, this Notice will be accompanied by the tender pack that the Bidders will respond to.

9.3.1. The tender pack will comprise of this document (Descriptive Document), the standard questionnaire, anti-collusion agreement and the conflict-of-interest declaration.

9.4. Once the tender notice is posted, DLL wish to progress with a procurement competition for the Framework.

9.5. DLL's needs and requirements in respect of the Framework are identified in the pipeline, and Tender Notice. DLL has further defined its needs and requirements in respect of the Framework in this Descriptive Document. If there is any conflicting information in the documents DLL will clarify which information takes precedence.

9.6. In summary this Descriptive Document provides interested parties with:

9.6.1. The definition of the needs and requirements of DLL in relation to the Development Partner it is looking for in terms of what obligations, responsibilities and liabilities it is to have to DLL as a collaborative partner, and also the obligations, responsibilities and liabilities that partner is to hold in relation to its prospective clients who access the Framework.

9.6.2. A Description of the Key Technical Requirements and service are set out in the Specifications to the Collaboration Agreement (CA) (the overarching agreement to be entered into by DLL and the Successful Bidder), the Framework Agreement (FA). These will be provided at the start of the dialogue phase and to the shortlisted bidders only.

9.6.3. An overview of the proposed procurement process including presentations, dialogue submission requirements, selection process and criteria (pre-

qualification stage), the contract award criteria (tender return and dialogue stage), the indicative timeframe for the procurement competition.

9.6.4. Rules in relation to the pre-qualification procedure are described in this Descriptive Document within section 2 substantially. Bidders are advised to thoroughly read the whole of this document however to ensure they understand and include all that is required.

9.6.5. The selection criteria and evaluation procedure which will be undertaken to pre-qualify bidders who may be invited to participate in the proposed competitive flexible procedure for the Project are also contained within this document.

## **10. Scope of the Procurement and the Procurement Process (Tender)**

10.1. This procurement seeks to appoint a single contractor or consortia entity through one point of contact to deliver the Framework and all of its facets as set out above, either themselves or through sub-contracted entities. This first step is the completion of the Specific Questionnaire. The procurement will be through the Competitive flexible procedure in accordance with clause 20 and Chapter 4 of the Procurement Act 2023. The competitive flexible procedure will be in three distinct phases:

- Phase 1. Submission of the Specific Questionnaire (Pre-Qualification)
- Phase 2. The Invitation to Tender and Compete in Dialogue and negotiations; and finally
- Phase 3. The Invitation to Submit Final Bids (ITSFB).

10.2. DLL reserves the right to reduce the number of bidders invited to participate at each stage, the first shortlisting from the Specific Questionnaire will be a minimum

of 3 bidders. DLL at their discretion, may invite additional bidders, if in their opinion, demonstrate the ability to submit a Bonafide tender.

10.3. This may reduce during Phase 2, to 2 bidders at the discretion of DLL, and the criteria for that will be as set out in the competitive flexible procedure Invitation, from which the final 2 bidders will be invited to submit their final bids. The award criteria and evaluation methodology will be provided at each stage but based upon the Most Advantageous Tender at the discretion of DLL and as listed in the Tender Notice in order of priority.

10.4. DLL has satisfied itself that in terms of the Procurement Act and Regulations 2023, it can use the Competitive Flexible Procedure as stated above for the procurement of the Framework and will be structured in accordance with the 3 distinct phases summarised above and detailed below.

## **11. Overview of the Competitive flexible Procedure**

11.1. Phase 1 The Specific Questionnaire as a Pre-Qualification and shortlisting tool.

11.2. Phase 2 The Invitation to Compete in Dialogue and negotiations will be issued to a minimum of 3 (three) shortlisted Bidders if sufficient compliant Specific Questionnaires are received. In the event that the number of candidates applying or qualifying for the opportunity falls below that number DLL shall reserve the right to either, terminate the opportunity or progress with the candidate(s) who have the required capabilities in accordance with the pre-qualification selection criteria. This section will require the bidders to submit a tender as set out in the Invitation to complete in dialogue document. Dialogue sessions will take the format of the Bidder to present their proposals to the panel with questions and points to be considered by the Bidder to be taken away and worked on as they considered necessary to

support their bid. Once dialogue has closed and bids received at this stage, after evaluation and feedback to Bidders, two final participants will be invited to Phase 3.

11.3. Phase 3 The development of the two's successful bids will be continued during this phase and further clarification meetings will be required. Invitation to submit final bids will be issued to a maximum of 2 bidders where compliant solutions have been submitted at the conclusion of the Invitation to Compete in Dialogue. In the event of only one compliant bid being received DLL may progress with that final Bidder to the close of dialogue, standstill and contract award or use its discretion to terminate the procurement.

11.4. Where a successful candidate is chosen further and final fine tuning of the contract documents may be required as set out later in this section.

## **12. The Specific Questionnaire Response**

12.1. Bidders are required to complete the Specific Questionnaire in full and provide all of the information required.

12.2. All instructions should be followed which are contained in this document, in the Specific Questionnaire and on the findatender and Sell2Wales web site, the following links are provided as assistance.

- Findatender - <https://www.find-tender.service.gov.uk/Search>
- Help and Resources - <https://www.sell2wales.gov.wales/helpandresources>
- FAQ's - [https://www.sell2wales.gov.wales/sitehelp/help\\_faq.aspx](https://www.sell2wales.gov.wales/sitehelp/help_faq.aspx)

12.3. DLL must advise Bidders to read this Descriptive Document in detail and the Specific Questionnaire to carefully ensure that they are fully aware of DLL's

requirements. If there are any queries generally these should be raised in accordance with the instructions set out in section 2.

12.4. The information which each Bidder shall be required to provide in respect of the Specific Questionnaire is set out in the Specific Questionnaire.

12.5. Bidders shall be entirely responsible for carrying out their own review of and checks to satisfy themselves as to the adequacy and correctness of information provided in or referred to in this Descriptive Document, before relying on it and using such information as part of any Specific Questionnaire response.

12.6. No information contained in this Descriptive Document shall be construed as forming part of the contract documents to be entered into by the successful bidder.

12.7. Any reference to any enactment, order, regulation, or other similar instrument shall be construed as a reference to the enactment, order regulation or instrument (including EU instrument) as amended, replaced consolidated or re-enacted from time to time.

12.8. The Specific Questionnaire shall be evaluated as set out in section 3 of this document.

12.9. Shortlisted Bidders will each receive a letter of intention to invite them to participate in the Dialogue process and will be asked at that time, as a condition of participating to sign a confidentiality agreement and anti-collusion undertaking as set out in Appendix A and B to this document failure to provide a signed document in the given timescale may result in your bid being rejected.

## **13. The Dialogue Period**

- 13.1. The aim of the competitive dialogue procedure is to enable DLL to identify the solution or solutions which are capable to meeting its needs. Accordingly, DLL will commence dialogue with the shortlisted Bidders and will continue the dialogue with the Bidders until DLL are satisfied that they can identify one or more solutions capable of meeting their requirements.
- 13.2. It is anticipated that the tender and Dialogue period will take approximately 12 weeks. Further information on the Dialogue Period will be set out in the Invitation to Compete in Dialogue Document and will be issued to the shortlisted Bidders.
- 13.3. During the dialogue period, dialogue will be held with each of the Bidders following submission of the Phase 2 tender and the phase 3 final bid. DLL expects to hold a number of meetings with Bidders and the dates for these shall be arranged at times that DLL considers appropriate. Agendas, attendees and matters to be discussed shall be agreed and confirmed in advance and in accordance with the instructions which will be contained in the individual phased documentation.
- 13.4. In order for dialogue meetings to be productive attendees should have sufficient authority and standing within their company to bind the company to commercial and contractual decisions.
- 13.5. During the dialogue period, dialogue shall take place in relation to each participant's developing solutions and therefore the matters to be discussed will connect to key technical, financial, commercial, and legal matters.
- 13.6. The dialogue may go beyond the indicative timescale set out in the outline tender programme. DLL shall not be responsible for any bidder costs due to a extended dialogue period whatsoever.



## **14. Invitation to Compete in Dialogue**

- 14.1. Following the receipt of the signed anti-collusion agreement (which should be returned within the specified period of time- failure to submit this on time may result in your submission being disqualified) the Invitation to Compete in Dialogue documents will be released by DLL through Sell2Wales to the shortlisted Bidders. These documents will set out the details and instructions for Phase 2 of the process.
- 14.2. Following dialogue through this phase 2 process the Bidders will be required to submit their proposed solutions and DLL will proceed to evaluate based upon the Evaluation Criteria specified within those documents.
- 14.3. It may be necessary for presentations of the proposed solutions to be made to the DLL team in order to allow clarifications to be raised on the proposed solution. Each Bidders performance at such meetings will not be scored, although information gathered by the DLL team may be used to clarify aspects of the submission and participants may be asked to provide clarification of points raised in writing.
- 14.4. Following any presentation of proposed solutions and any further clarification DLL shall conclude its evaluation and to candidates will be selected to progress to the next stage (Phase 3).
- 14.5. Any participant not invited to the next stage will be notified by DLL and the rationale provided for the decision.

## **15. Invitation to Submit Final Bids (Phase 3).**

15.1. Following conclusion of the ITCD Phase 2 process the final two Bidders will be invited to submit their final bids. This means that DLL will continue to dialogue with the Bidders until DLL are satisfied that it can identify one or more solutions capable of meeting its needs.

15.2. The Bidders will then need to submit a very detailed final solution (tender). The requirements for these details will be set out in the documents released to the successful Bidders.

15.3. The final tenders should include all the elements required and necessary for the performance of DLL's Development Partner requirements to work with DLL and manage the Framework and ensure its future success.

15.4. Following the submission of the Final Tender DLL may request a Bidder to clarify, specify or fine tune/ optimise their commitments but such clarifications, specifications or optimisations shall not involve changes to the essential features of the Final Tender or the public procurement (including the needs and requirements set out in the Descriptive Document) if such changes are likely to distort competition or have a discriminatory effect.

## **16. Evaluation of Final Tenders**

16.1. DLL shall evaluate the Final Tenders received on the basis of the Contract Award Criteria set out in the documents, using the evaluation methodology set out in the Invitation to Compete in, and shall subject to DLL's discretion not to award a contract, shall award to the Bidder who submits the best quality- price tender in accordance with the set criteria and evaluation methodology with scoring being set at Quality 70%, Price 30%.

## **17. Confirmation of Successful Bidder**

- 17.1. The DLL may require the successful bidder to confirm its financial commitment and other terms provided in the Bid, providing that this does not have the effect of materially modifying essential aspects of the Final Tender or the procurement and does not risk distortion of competition or causing discrimination.

## **18. Contract Award Notice and Standstill**

- 18.1. DLL shall issue the Assessment Summary Notice to all previous Bidders, the notice will include the all the information, required by the regulations and the date on which the standstill period will end.

## **19. Contract Award Criteria**

- 19.1. Most advantageous Tender.
- 19.2. Indicative Procurement Timeframe

Specific Questionnaire return	February 2026
Phase 2 Submission	April 2026
Phase 3 Submission	May 2026
Award of Contract	June 2026

## **20. Duration of the Resultant Framework**

- 20.1. It is anticipated that the contract will commence June 2026 (please note that this is an indicative date) and will have a duration of 8 years with the ability to extend in accordance with section 47 of the Procurement Act 2023 and as set out in the Tender documents notice for a further period where this is necessary, appropriate and consistent with the requirements of section 47(3) of the Act or any subsequent legislation introduced by the UK.

20.2. DLL consider that the 8-year duration is justified due to the initial investment required to support the size of the team required to deliver the broad range of services and specialist advice required. The necessity to have and develop a quality supply chain is essential to the framework and delivering the quality product demanded of it. DLL is of the opinion that allowing the framework to mature it will enhance and improve the quality of the product and streamline the delivery on subsequent projects. All the above will also generate cost savings over the framework life due to this developed streamlined process. Further, the streamlined process will drive time improvement in the pre-contract process with these matured and aligned supply chain partners. The framework is designed to deliver projects quickly as a result of the experience of the specialist Delivery Partner being sought, conversely it can also deal with long lead funding streams and introduce funding when required, the extended framework period will support the long lead requirements and funding approvals.

20.3. The Justification for having an option to extend the framework period for a further two years as either, two, one-year extensions or a single two-year extension follows the same rationale and approach as the 8-year term. The longer the term the greater the opportunity available to achieve value for money with a dedicated leisure specialist, developing sustainable and robust business models and delivering these in a competitive environment with a high emphasis on risk management and fixed price building contracts.

## **21. Purchasing on Behalf of Other Public Bodies**

21.1. It is intended that the Framework is available for use by all public sector entities including but not limited to the following:

- National Central Government Departments
- Sporting Foundations, Federations and Associations (including Sport England)
- National Governing Bodies of Sport
- Public sector arms-length organisations
- Public Private Partnerships

Private Finance Initiative Entities  
Third sector clients (e.g. not-for-profit, charities etc.)  
Universities  
Quasi Autonomous Non-Governmental Organisations (Quango's)  
Non-Departmental Public Bodies (NDPB's)  
Non-Ministerial Departments  
Ministerial Departments  
Agencies and Other Public Bodies  
National Governing Bodies  
The Fire Service  
The Health Service including the Health Trusts  
The Ministry of Defence (MoD)  
National Police Authorities  
National Crime Commissioner Departments  
Schools  
Colleges  
Academy Trusts  
Blue Light Services

21.2. As further particularised in Appendix C and as set out in the Notices.

## **22. Estimated Framework Value**

22.1. Bidders are advised that the budget has been set at £6 billion net of VAT. There is no guarantee that this value will be achieved, or indeed that there will be any call-off appointments made under this framework. It will be a condition placed upon the successful bidder to actively promote the framework and find opportunities to try to achieve the estimated value.

## **23. Lots**

23.1. The Framework will be a single appointment and not be divided into Lots.

## SECTION 2

### 1. INSTRUCTION TO BIDDERS FOR SUBMISSION OF THE SPECIFIC QUESTIONNAIRE

#### 2. Introduction

2.1. This Specific Questionnaire is the first phase of this competition or Tender. This section comprises the substantive Instructions to bidders in how to deal with responding to the Specific Questionnaire. Bidders should thoroughly read this document. DLL reserve the right to reject a submission that does not comply with these instructions. As a reminder the tender process as set out in section 1 comprises:-

- |          |  |
|----------|--|
| Phase 1. | The Specific Questionnaire (Pre-Qualification)                                 |
| Phase 2. | The Invitation to Tender and Compete in Dialogue and negotiations; and finally |
| Phase 3. | The Invitation to Submit Final Bids (ITSFB).                                   |

2.2. For the purposes of this stage of the tender, the contact details of Denbighshire Leisure Limited's primary contact are:

Name: Andy Moreland

Email address: andy.moreland@dll.co.uk

2.3. All correspondence in relation to this tender will be carried out through Sell2Wales. It is the Bidder's responsibility to ensure that an appropriate person is selected as the main point of contact and their contact details are kept accurate and up to date. Failure to do so could result in a communication failure and subsequent elimination from the tender process. Denbighshire Leisure Limited accepts no liability or responsibility in such instances and tender timescales will not be extended.

**2.4. Technical Issues –If you experience any technical issues on the Sell2Wales web site you should try and resolve those issues in the first instance with Sell2Wales.**

2.5. DO NOT LEAVE IT TO THE LAST MINUTE TO PREPARE YOUR RESPONSES AND TO UPLOAD. EXTENSIONS OF TIME WILL NOT BE GIVEN WHERE TECHNICAL GLITCHES ARE ENCOUNTERED AT THE LAST MINUTE OR WHERE DLL DO NOT HAVE ENOUGH TIME TO RESPOND TO ANY CLARIFICATIONS RAISED AT THE LAST MINUTE. THE DATES SET OUT IN THIS DOCUMENT WILL NOT BE EXTENDED FOR EITHER OF THE REASONS SET OUT IN THIS CLAUSE 2.6.

### **3. General Information and Instructions**

3.1. The Tender Documentation for this phase is made up of two parts.

**3.1.1. ITT Part 1 – Information and Instructions** (this document)

**3.1.2. ITT Part 2 – Tender Return Document**

3.1.2.1. Responses to the Specific Questionnaire

3.1.2.2. Anti-Collusion Agreement

3.1.2.3. Conflict of interest Declaration

3.2. The information made available to Bidders in this Specific Questionnaire (and any associated documents) has been provided in good faith. It is the Bidder's responsibility to ensure that all the documents listed in the Tender Return Documentation have been received and are completed in all respects, this is the Mandatory Phase of the procurement and any failure to respond will result in the bid being deselected.

### **4. Procurement Timetable**

4.1. Bidders should note the timetabled dates for this phase of the procurement:

<b>Milestone</b>	<b>Date</b>
Pipeline Notice	18 <sup>th</sup> December 2025
Tender Notice issued	23 <sup>rd</sup> January 2026
ITT Period	23 <sup>rd</sup> January 2026 to 20 <sup>th</sup> February 2026
Invitation to Compete in Dialogue Period	23 <sup>rd</sup> February 2026 to 30 <sup>th</sup> April 2026
Final Dialogue period	30 <sup>th</sup> April 2026 to 29 <sup>th</sup> May 2026
Conclusion of Evaluation	10 <sup>th</sup> June 2026
Notification of Outcome to Bidders	10 <sup>th</sup> June 2026
Commencement of Service	18 <sup>th</sup> June 2026

Please note these dates may change.

## **5. Incurred Expenses**

5.1. Denbighshire Leisure Limited shall not be liable for, or pay any losses or expenses which may be incurred by the Bidder in the preparation and submission of their Tender, including (but not limited to) the attendance at any pre or post tender meetings; due diligence; the delivery of samples; the delivery of presentations; site visits or other forms of communication as required. You must make your own independent assessment regarding this requirement and your ability to meet it, making such investigations and taking professional advice as you may deem necessary.

5.2. Denbighshire Leisure Limited will not accept any claims for additional charges relating to the work delivered by the Bidder or the Contractor after acceptance of the Tender if, in the reasonable opinion of Denbighshire Leisure Limited, such additional charges should have been established by proper inspection of the Tender Documentation prior to submitting a Tender.

5.3. Denbighshire Leisure Limited shall not be responsible for any loss to the bidder howsoever arising if the Procurement is terminated or otherwise placed on hold.



## **6. Decline or Inability to Return**

- 6.1. If for any reason after expressing interest in this tender, the Bidder is unable to submit a Specific Questionnaire or wishes to decline to Tender, they should notify Denbighshire Leisure Limited of their decision through the Sell2Wales website.

## **7. Specific Questionnaire or Tender Queries**

- 7.1. Bidders are requested to bring to the attention of Denbighshire Leisure Limited any apparent ambiguities or errors in, or omissions from this Specific Questionnaire document and seek to clarify points of doubt or difficulties with this document. Such queries should be raised by the Bidder through the Sell2Wales provisions in sufficient time to allow the Denbighshire Leisure Limited team to formulate and distribute a response before the due date for the return of tender. For this tender the deadline to raise questions is 11<sup>th</sup> February 2026. The deadline by which the Denbighshire Leisure Limited team will have responses to all questions is 16<sup>th</sup> February 2026.
- 7.2. Bidders are requested to submit a separate message for each query raised.
- 7.3. Bidders are also requested to ensure the text of the message does not include the identity of the organisation, for example, Bidders should avoid saying "Thanks, John from Bidder X".
- 7.4. All such queries will be answered by either simple response or by re-issuing of this document with appropriate amend whichever is the most appropriate.
- 7.5. Where relevant Specific Questionnaire Queries will be circulated to all Bidders through the Sell2Wales portals.

## **8. Qualified Tenders - Specific for Questionnaire**

- 8.1. Specific Questionnaires must be submitted strictly in accordance with the Tender Documentation and comprise the documents specified.

8.2. Tenders must not be qualified or accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Only Tenders submitted without qualification and strictly in accordance with the Tender Documentation as issued (or subsequently amended by the Denbighshire Leisure Limited) will be accepted for consideration. Denbighshire Leisure Limited's decision on whether or not a Tender is accepted will be final. Qualified tenders will be excluded from further consideration and the Bidders notified.

## **9. Variants**

9.1. Denbighshire Leisure Limited will accept variants where the Bidder can offer anything that enhances or improves on the Requirements of DLL.

## **10. Amendments to Tenders Prior to the Tender Closing Date**

10.1. At any time after the issue of the Tender Documentation and before the closing date for the submission of tenders, Denbighshire Leisure Limited reserves the right to issue Tender Amendments detailing any changes to the Tender Documentation or tender process. Bidders must take these amendments into account in the preparation of their Tender submission.

## **11. Cancellation of Tender Process**

11.1. Denbighshire Leisure Limited reserves the right to change with immediate effect and without prior notice the basis of, or the procedures for the tendering process, to reject any or all the tenders for the Contract, to terminate discussions with Bidders at any time and not to proceed with the proposed procurement at all. Under no circumstances shall Denbighshire Leisure Limited, or any of its staff, agents, members or advisers incur any liability whatsoever in respect of such matters.

## 12. Response Format

- 12.1. This Specific Questionnaire has been designed as a turnaround document. However, DLL acknowledge the constraints of responding to questions 18 onwards within the space provided, therefore DLL will accept responses to questions 18 onwards on the bidders headed paper. Both the specific questionnaire and the question 18 onward responses are to be ended with the following sign off statements

I confirm that:
(a) to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading;
(b) upon request and without delay I will provide any additional information requested of us;
(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
(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.
Full name
Role
Signature
Phone number
email address
Postal address

- 12.2. For some of the questions within the Specific Questionnaire Denbighshire Leisure Limited may have included page/word limits. Responses must adhere to the limits stipulated and written in size 12 font. Where tables, diagrams or charts are submitted within a question containing limits, they will need to be included within the word/page limit.

- 12.3. To aid the evaluation of Tenders, Bidders are requested to avoid cross referencing answers within their response each question must have a complete response.

### **13. Submission of Tenders and Specific Questionnaire**

- 13.1. Bidders are reminded to check the accuracy of their Tender prior to submission.
- 13.2. Submission of Tender or any other documents must only be made using the Sell2Wales portal. This requirement ensures transparency.
- 13.3. Once you have successfully made your submission, the system will show that the response has been 'Submitted'.
- 13.4. Bidders will be deemed to have examined all the Tender Documentation and responses to the Specific Questionnaire by their own independent observations and enquiries will be held to have fully informed themselves to all matters relating to the scope of the work to be carried out in their resulting tender submission.
- 13.5. Denbighshire Leisure Limited reserves the right to disqualify incomplete Specific Questionnaires or Tenders that have not followed these instructions.
- 13.6. Denbighshire Leisure Limited reserves the right (but is not obligated to do so) to seek clarification from Bidders on their responses to the Specific Questionnaire or tender submission as it considers necessary.

### **14. Acceptance of Responses**

- 14.1. Bidders should note that this Phase is predominantly a pass/fail process, with minimal scoring. However, it is intended to reduce the prospective bidders down to a manageable shortlist of a minimum of 3 bidders who will be invited to the next stage of the process. Bidders should note that the proposed contract will permit Denbighshire Leisure Limited to publish details of the Ultimate Contract entered into in order for Denbighshire Leisure Limited to comply with its Transparency obligations as contained within the Local Government Transparency Code 2015 and Procurement Act 2023.

## **15. Rules in Respect of the Pre-Qualification Stage**

## **16. Clarifications**

- 16.1. In respect of this opportunity, Bidders are only permitted to make contact with DLL and members of the DLL's project team in accordance with the clarification process described in this Section 2.
- 16.2. Bidders must not lobby or unduly influence DLL, or members of the DLL's team (including external advisers) in respect of this Project and the Procurement Process. Lobbying of Assembly Members or public officials and attempts to influence or engage with Assembly Members or public officials in respect of the opportunity, the Procurement Process or any related matter is not permitted.
- 16.3. Any request by Bidders for clarification of the Descriptive Document and/or the Specific Questionnaire shall be made to the DLL using Sell2Wales.
- 16.4. The DLL team may not respond to any request for clarification from a Bidder received after the 16<sup>th</sup> February 2026.
- 16.5. The DLL team reserves the right to transmit any request for clarification and subsequent response by the DLL team to that request for clarification to all Bidders who have expressed an interest to participate in the Procurement Process. Notwithstanding this, there may be occasions when the DLL team considers the

response to any such request for clarification to be commercially sensitive and, as such, the response may only be transmitted to the Bidder who has requested the clarification.

16.6. Where the requesting Bidder considers a request for clarification to be one which should be treated as commercially sensitive, then the Bidder should indicate this in its request.

16.7. The decision whether a request for clarification shall be considered commercially sensitive or not, rests solely at the absolute discretion of the DLL team. If the DLL team considers, in its absolute discretion, that it is able to answer the request for clarification on a commercially sensitive basis, then it will do so. If the DLL team considers, in its absolute discretion, that it cannot provide an answer on a commercially sensitive basis, the DLL team shall notify the Bidder and that Bidder will have the opportunity to withdraw the request for clarification. However, if that Bidder does not withdraw the request for clarification, or the DLL team considers in its absolute discretion that the response to such request for clarification should be released to all Bidders to comply with DLL's obligations pursuant to the Regulations or otherwise, then the request for clarification and the associated response may be released to all Bidders.

16.8. The DLL team and its advisors shall not be responsible in any way to Bidders as a result of any delay or failure in answering any request for clarification or any decision not to answer a request for clarification (either in full or in part) or to treat any request for clarification as commercially sensitive or not commercially sensitive. Absence of a response from the DLL team shall not entitle Bidders to qualify their Specific Questionnaire Responses.

## **17. Specific Questionnaire Response Requirements**

17.1. The Specific Questionnaire Response can be in Welsh or English. Any material which has been translated into Welsh or English shall be certified by the translator as a true and fair translation and neither DLL or its advisors shall be

responsible for any errors in translation. Should a bidder submit their specific questionnaire in the Welsh language it should be accompanied by an English version.

17.2. Bidders shall in their Specific Questionnaire Responses provide the information required in the Specific Questionnaire in a clear and concise manner and only material specifically required by the Specific Questionnaire shall be included. General promotional or publicity material shall not be submitted as part of the Specific Questionnaire Response.

17.3. All financial information or data forming part of the Specific Questionnaire Response shall be submitted in, or converted to, pounds sterling GBP. Where any documents include financial data in a foreign currency, Bidders must convert that data into a GBP equivalent using the relevant currency exchange rate published in the Financial Times on 1st January 2026. The conversion should be transparent, and Bidders should provide the underlying data in both the foreign currency and the pounds sterling.

17.4. The Specific Questionnaire shall be completed by Bidders under the headings given in the Specific Questionnaire and shall follow the order and numbering contained in the Specific Questionnaire. Bidders shall comply with the requirements identified in the Specific Questionnaire in respect of the permitted number of words. Should the permitted number of words be exceeded, once the permitted number of words is used, the remainder of the text will not be considered for evaluation purposes. The permitted number of words excludes headers and footers. The font of the text to be used by Bidders in the Specific Questionnaire Response shall be Arial 12 pt.

17.5. Any Bidder whose Specific Questionnaire Response is not in accordance with the prescribed format may be rejected by the DLL team.

- 17.6. Specific Questionnaire Responses should arrive not later than Noon on the 18<sup>th</sup> February 2026. It is the responsibility of all Bidders to ensure that their Specific Questionnaire Response is delivered not later than the appointed time.
- 17.7. All Specific Questionnaire Responses must be submitted through the sell2wales website. The system will not accept Specific Questionnaire Responses submitted after this time.
- 17.8. The DLL team may not consider Specific Questionnaire Responses received after the closing date and time.

## **18. Clarifications to Bidders**

- 18.1. The DLL team shall be entitled at any time to seek clarifications from the Bidders in relation to Specific Questionnaire Responses. This shall include the following:
- 18.1.1. DLL shall be entitled at any time to seek clarifications and verifications from any of the clients and contacts who have been named in respect of the reference projects. In order to ensure that any such clarifications and verifications can be made, Bidders shall ensure that all such clients and contacts have been notified in writing by the Bidder (prior to delivering the Specific Questionnaire Response to DLL) that they may be contacted by the DLL team for verification of information contained in the Specific Questionnaire Response. In addition, Bidders shall ensure that such clients and contacts have consented in writing to any such approach by or on behalf of the DLL team ; and
- 18.2. The DLL team shall be entitled to take account of any subsequent information provided as clarification in any Bidder's responses to:



18.2.1. written queries from the DLL team;

18.2.2. queries from the DLL team to the clients or contacts provided in respect of the reference projects;

18.3. Changes in the Composition of Bidders, Consortia or Sub-Contractor participants or the Successful Bidder

18.4. In the event that a Bidder , Consortia member or Successful Bidder Sub-Contractor experiences any material change in its or their economic and financial standing and/or technical and professional ability or alters its composition (which shall include, but not be limited to, a change in the identity of any entity named in any Specific Questionnaire Response whose capacity has been relied upon in making the Specific Questionnaire Response) or legal character after prequalifying, the DLL reserves the right to require any proposed reconstituted Bidder, Consortia member, or sub-contractor of the Successful Bidder to complete another copy of the Specific Questionnaire for re-evaluation in accordance with the criteria used in relation to the evaluation of the original Specific Questionnaire Response.

18.5. Bidders are required to inform the DLL team immediately of any changes to the information provided in their Specific Questionnaire Response. The DLL team reserves the right to withdraw the prequalification of a Bidder at any time, if the DLL team believes that Bidder no longer has the required economic and financial standing and/or technical and professional ability, or the Bidder is otherwise ineligible in terms of the Regulations. The DLL team may terminate the Collaboration Agreement and Framework Agreement if the Successful Bidder was, at the time of contract award, in breach of one of the situations described in Schedule 6 or 7 of the Procurement Act 2023 and should therefore have been excluded from the Procurement Process.

## **19. Freedom of Information**

19.1. Bidders should be aware that, whilst the DLL team shall use its reasonable endeavours to hold information submitted to the DLL team as confidential information or commercial information (where such categorisation or marking is indicated by the Bidder at the time when such information is submitted to the DLL team), this shall be subject to DLL's obligations under law and may need to be disclosed and published by the DLL team. Without prejudice to the foregoing generality, DLL is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. This means that any person who makes a valid request for information held by DLL will be entitled to receive it unless all or part of that information can be withheld as a result of one or more of the exemptions or exceptions in the relevant legislation. The decisions of DLL in the interpretation of the relevant legislation shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms, subject to determination of an appeal against any agreement or refusal to release any information by the Information Commissioner.

19.2. DLL may be required to disclose information (including commercial information or confidential information) in circumstances including but not exclusive to the following:

19.3. for purposes connected with the exercise of DLL's functions, including:

19.3.1. any audit or examination of DLL's accounts or the use of its resources; and

19.3.2. scrutiny by the National Assembly for Wales (or any of its committees or sub-committees) or any other department, office or agency of the Welsh Government and/or Her Majesty's Government in Wales or the United Kingdom, and their servants or agent, of the exercise of its functions;

19.4. for the purposes of:

19.4.1. the prevention or detection of crime;

19.4.2. the apprehension or prosecution of offenders;

19.4.3. any regulatory or investigatory activity;

19.4.4. any legal obligation (including any order of a court of competent jurisdiction);  
or

19.4.5. seeking legal, accounting, tax or other professional advice for the purposes of  
the Procurement Process;

19.4.6. which is or becomes public knowledge (otherwise than by virtue of a failure to  
comply with the terms of this Descriptive Document);

19.4.7. in accordance with the Freedom of Information Act 2000 and / or the  
Environmental Information Regulations 2004 in response to a request for  
information made to the DLL team; and

19.4.8. in compliance with any other law, or, as a consequence of judicial order, or  
order by any court or tribunal with the authority to order disclosure.

19.5. Bidders should be aware that, when disclosing information in the manner  
described in the section above, the DLL team may be unable to impose any  
restriction upon the information provided to Elected Members of the National  
Assembly for Wales, or Members of the United Kingdom Parliament, Scottish  
Parliament or the Northern Ireland Administrations as pertinent to the contract being  
entered into.

19.6. Accordingly, if any Bidder considers that any of the information included in the  
Specific Questionnaire Response is commercially sensitive or confidential this shall  
be identified with an explanation (in broad terms) of what prejudice or detriment  
might result from disclosure and/or publication. The DLL team will then consult with  
the Bidder in considering any valid request received before replying to such request.  
It should be noted that even where a Bidder has indicated that information is  
commercially sensitive or confidential, the DLL team may still choose to disclose this  
information.

- 19.7. Receipt by the DLL team at any time of any material marked as commercially sensitive, confidential, commercial in confidence or equivalent should not be taken to mean that DLL accepts any duty of confidence by virtue of that marking or be otherwise bound by that marking in handling any subsequent requests under the Freedom of Information Act 2000 or Environmental Information Regulations 2004.

## **20. Copyright**

- 20.1. The copyright in this Descriptive Document and the Specific Questionnaire and its related materials belong to DLL.
- 20.2. Except for the purposes of participating in the Procurement Process, Bidders shall not reproduce the Descriptive Document in any form (including photocopying or storing by electronic means) without the specific written permission of DLL.
- 20.3. The Descriptive Document (and any copies thereof and/or any supplemental documents issued at any time) is and shall remain the property of DLL which is entitled to demand their return and/or destruction at any time.

## **21. Confidentiality**

- 21.1. Clarifications sent to DLL and responses thereto supplied by the DLL team should be kept confidential and shall not be copied, reproduced, disclosed or distributed to others at any time by Bidders without the prior written consent of DLL (other than to directors, officers, employees and professional advisers of the Bidder who need to know the confidential information contained therein, and only to the extent necessary for the purpose of evaluating whether or not and on what terms the Bidder might proceed with a more detailed review of the matters discussed in the Descriptive Document and provided that such persons undertake the same responsibilities as set out herein). Any party who the DLL team considers is in

breach of this requirement may be excluded from this Procurement Process, without prejudice to any other rights which the DLL team may have.

## **22. Publicity and Media Statements**

22.1. Bidders shall obtain the DLL team's prior written consent (on form, content and purpose) before any statements or other disclosures regarding the Descriptive Document, the Specific Questionnaire Response and the Bidder's participation in the Procurement Process generally are made to the press, media, industry journals or into any other public domain (including seminars, conferences and parties' own promotional or technical literature and internal and external intranet or website). Failure to obtain DLL's prior written consent (at DLL's absolute discretion) may result in curtailment of further participation in this Procurement Process or such other sanctions as DLL considers appropriate. It shall be each Bidder's responsibility to ensure that any statement or disclosure, if consented to by DLL, is used in a manner which does not depart materially from the form and content so consented.

## **23. Disqualification**

23.1. Any breach of the requirements of this Section 2, or the commission of any offence under the Bribery Act 2010 by a Bidder or anyone employed by it or acting on its behalf (whether such breach or offence is with or without the knowledge of the Bidder) shall entitle the DLL to disqualify the Bidder and associated consortia member.

## **24. Revisions by DLL to the Descriptive Document and Procurement Process.**

24.1. DLL reserves the right to make revisions to any volume of the Descriptive Document (including the technical requirements for the Project and the Collaboration Agreement), Specific Questionnaire and Invitation to Compete in Dialogue Tender Document (together with any associated documents) and/or the context, process, timing and structure of the Procurement Process at any time. No additional time in relation to submission deadlines for the Specific Questionnaire Responses will be

granted, following notification of any such revision, unless the Bidders are expressly notified of any extension by the DLL.

## **25.No Liability for Costs**

25.1. Each Bidder shall be solely responsible for all costs, expenses and liabilities incurred in connection with the Procurement Process including preparation and submission of any Specific Questionnaire Response, preparation and submission of any Initial Solution, Detailed Solution or Final Tender, attendance at Dialogue Meetings, preparation of deliverables for Dialogue Meetings and all related activities.

25.2. DLL shall not, under any circumstances, be liable for any costs howsoever incurred by those participating in this Procurement Process or otherwise.

## **26.Discontinuance or Suspension of the Competition for the Project**

26.1. DLL may elect to discontinue or suspend the Procurement Process at any time without selecting any Participants or a Successful Participant. DLL may do so without responsibility or liability to any Bidders, the Participants and the Successful Participant resulting from such discontinuation or suspension, including any liability for any costs or expenditure incurred by, or inconvenience caused.

26.2. Should DLL require to suspend the Procurement Process, DLL will issue instructions to Bidders regarding the expected duration of the suspension and other related matters.

26.3. DLL reserves the right not to award the contract as a result of the Procurement Process.

26.4. In the event that at any stage a Bidder decides not to pursue its interest in the Procurement Process, that Bidder shall notify DLL as soon as possible.

## **27. Conflict of interest**

- 27.1. Without prejudice to Part 1 of the Specific Questionnaire Response, Bidders are instructed to ensure that their participation in this Procurement Process their appointment, if successful, and their use of any advisers, consultants or subcontractors has not and will not create any conflict of interest or any situation which might compromise DLL's duty to manage an open, fair, non-discriminatory and competitive procurement process and DLL's interests generally. Any conflict or potential conflict shall be reported in writing to DLL immediately.
- 27.2. The declaration of a potential conflict of interest shall not result in automatic disqualification of a Bidder but certain additional measure to protect DLL's integrity and the integrity of this procurement process may be required.
- 27.3. DLL will assess the likelihood of any conflict affecting the Procurement Process, taking into account the Bidder's proposal for dealing with the conflict, in deciding whether or not to consider the Bidder ineligible to participate in this Procurement Process.
- 27.4. If it appears that the conflict will have such an effect, DLL will discuss the matter with the Bidder and seek to agree a method for dealing with the conflict satisfactorily.
- 27.5. In the event that agreement is not reached on terms acceptable to DLL, the Bidder will be excluded from further consideration.
- 27.6. DLL's decision on the matter shall be final.

## SECTION 3

### SPECIFICATION AND SPECIFIC QUESTIONNAIRE

#### PRE-QUALIFICATION EVALUATION PROCESS

##### 1. Introduction

1.1. Specific Questionnaire Responses shall be evaluated in accordance with the pre-qualification evaluation process stated in this Descriptive Document.

1.2. Guidance on the Specific Questionnaire is available at

[Welsh Procurement Policy Note \(WPPN\) 002: Wales Procurement Specific Questionnaire \(WPSQ\) and its use for Goods, Services and Works Contracts \[HTML\] | GOV.WALES](#)

Please note this a Welsh Government document, DLL are not responsible for any errors or reliance made on the document; in the event of a conflict between the procurement documents and the guidance the procurement documents shall take precedence.

1.3. The objectives of the Specific Questionnaire evaluation process are:

1.3.1. to evaluate Specific Questionnaire Responses in accordance with the criteria set out in this Descriptive Document; and

1.3.2. to enable selection and shortlisting of the required number of Participants to proceed to the ITCD (phase 2) Stage.

1.4. Specific Questionnaire Responses will be checked for completeness and compliance and evaluated (as appropriate) on a consensus basis by the DLL team with input from specialists if deemed necessary.

1.5. Bidders will be expected to be registered or register on the central digital platform (CDP). Bidders can submit their core supplier information and share this information with DLL 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>.

## 2. Evaluation Methodology

2.1. The table below provides an overview of the evaluation methodology which DLL will apply to each Part of the Specific Questionnaire Responses.

<b><u>Wales Procurement Specific Questionnaire (WPSQ)</u></b>			
<b>Preliminary questions</b>			
<b>No</b>	<b>Wales Procurement Specific Questionnaire - Goods &amp; Services</b>	<b>Guidance</b>	<b>Criteria</b>
1	What is your name? (supplier name)		For Info Only
2	What is your Central Digital Platform unique identifier?	You must be registered on the Central Digital Platform (CDP).	For Info 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	Delete as necessary. For Info 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	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 .	For info only.  If you answered 'Single supplier' above, skip this question. Otherwise, please provide information as requested.

	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)		
4	Please confirm which lot(s) you wish to bid for?	Insert details or state N/A	If there are no Lots in this tender, please respond 'n/a'  For info only.
5a	Are you on the debarment list?		Delete as necessary.  Provide details if you answer 'Yes'.  Pass - 'No' Fail - 'Yes' (Mandatory), Yes – Discretionary – At the discretion of CPC, we reserve the right to Fail bidders that fall into this category
5b	If your response to Q5a is yes, please provide details	Response required if you selected "yes" to question 5a.	
<b>Part 1 - Confirmation of core supplier information</b>			
6a	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). This includes: a. basic information b. economic and financial standing information c. connected person information (these are persons with the right to	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 authority via the CDP. It is free to use and will mean suppliers should no	Delete as necessary  Pass - Confirmed Fail - Unconfirmed  Using figures recorded in your accounts less than 12 months old, your current assets must be

	<p>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)</p> <p>d. exclusion grounds information</p> <p>Please confirm that you have shared this information with us.</p>	<p>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 <a href="https://www.gov.uk/find-tender">https://www.gov.uk/find-tender</a>. This section of the WPSQ provides confirmation that suppliers have taken these steps.</p>	<p>equal to or more than your current liabilities. If they are it will constitute a pass. If they are not it will constitute a fail unless you are able to provide a parent company guarantee or a guarantee from a financial institution</p>
6b	<p>If your response to Q6a is yes, please insert reference / file name</p>		
<b>Part 2 - Additional exclusions information</b>			
<b>Part 2 Associated/Connected Persons</b>			
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). 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</p>	<p>If 'Yes' please answer questions (Q) 8, 9 &amp; 10. If 'No', please jump to Q11. For info only.</p>

		such circumstances from occurring again. If your response to Q7 is yes, please 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.	Insert each suppliers name and condition of participation they are providing. Only answer this question if you answered 'Yes' to Q7. For info only.
9	<p>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):</p> <ul style="list-style-type: none"> <li>a. basic information</li> <li>b. economic and financial standing information (if they are being relied upon to meet conditions of participation regarding financial capacity)</li> <li>c. connected person information</li> <li>d. exclusion grounds information</li> </ul> <p>Insert name(s) of supplier(s) and reference(s) / file name(s) or state N/A</p>	<p>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 authority.</p>	<p>Only answer this question if you answered 'Yes' to Q7.</p> <p>Insert name of associated person and reference / file name, continue for each subsequent associated person</p> <p>Pass – 'Yes' Fail – 'No'</p>

10 a	Are any of your associated persons on the debarment list?		Only answer this question if you answered 'Yes' to Q7.  Pass - No
10 b	If your response to Q10a is yes, please provide details	Response required if you selected "yes" to question 10a.	Fail - Yes (Mandatory) Yes (Discretionary) = At the discretion of CPC, however, CPC reserves the right to Fail bidders that fall into this category.
<b>Part 2B List of all intended sub-contractors</b>			
11	Are you relying on any sub-contracted suppliers for the performance of all, or part, of the contract (either directly or in your wider supply chain)?	<p>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 authority as soon as possible and at least by final tenders.</p> <p>Note: If you are not intending to sub-contract the performance of all or part of the contract then Q11 is not applicable.</p>	Yes or No
11 a	a. a list of all suppliers who you intend to sub-contract the performance of all or part of the		If you are not utilising sub-contractors, jump to Part 3/Q13. Pass - Complete list of sub-

	contract to (either directly or in your wider supply chain);		contracted suppliers provided Fail - No details of sub-contracted suppliers provided
11 b	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,		If you are not utilising sub-contractors, jump to Part 3/Q13.  Pass - Complete list of CDP unique identifiers provided for each supplier named in 11b Fail - No details of CDP unique identifiers provided for each supplier named in 11b
11 c	c. a brief description of their intended role in the performance of the contract.		If you are not utilising sub-contractors, jump to Part 3/Q13.  Pass - Description of each sub-contractors role provided for each supplier named in 11b Fail - No description of each sub-contractors role provided for each supplier named in 11b
12 a	Please confirm if any intended sub-contractor is on the debarment list.	The debarment list can be found at: <a href="https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf">https://assets.publishing.service.gov.uk/media/67ae0ba06e6c8d18118acd8a/Debarment_List_Template.pdf</a>  Note: If you are not intending	If you are not utilising sub-contractors, jump to Part 3/Q13.  Pass - No Fail - Yes (Mandatory) Yes (Discretionary) = At

		to sub-contract the performance of all or part of the contract then Q12a and b is not applicable.	the discretion of CPC, however, CPC reserves the right to Fail bidders that fall into this category.
12. b	If your response to Q12a is yes, please provide the sub-contractor(s) name and provide details.		
<b>Part 3 Procurement specific questions relating to conditions of participation</b>			
<b>Part 3A Standard questions</b>			
Financial capacity			
13 a	This section seeks to establish the economic and financial standing of your organisation. Bidders should note that failure to satisfy all the requirements of this section will exclude you from further participation in the process. The Authority will undertake a credit check of your organisation using Dun & Bradstreet as part of the evaluation process. When evaluating the Dun & Bradstreet score a pass will be awarded where the D&B Failure score rating is equal to or exceeds 50. Where the D&B Failure score rating is below 50 then a further assessment may be made.		Pass or Fail

13. b	<p>Does your organisation's turnover in the last financial year exceed the threshold set out below?</p> <p>£44,000,000</p>	<p>Please confirm if you meet these conditions of participation.</p> <p>If you are bidding as, or on behalf of a consortium please base your answer on consolidated data from relevant consortium members.</p> <p>Note: If you are successful you must be in a position to provide evidence if required, prior to contract award, and without delay.</p>	Pass or Fail
14 a	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.		Pass or Fail
15	Please provide your Dun & Bradstreet (DUNS) registration number.	<p>If you are not currently registered you must obtain a free DUNS number for your business by visiting <a href="http://www.dnb.co.uk/Forms/DUNS_Request.asp">http://www.dnb.co.uk/Forms/DUNS_Request.asp</a>.</p>	For Info



16	Is your acid-test ratio higher than the figure set out below?	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) 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. 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.	Pass or Fail
<b>Insurance</b>			<b>Insurance</b>
17 a	<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><b>Employer's (Compulsory) Liability Insurance = £10,000,000</b></p> <p><b>Public Liability Insurance = £10,000,000</b></p> <p><b>Professional Indemnity Insurance = £10,000,000</b></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: <a href="http://www.hse.gov.uk/pubns/hse39.pdf">http://www.hse.gov.uk/pubns/hse39.pdf</a></p> <p>If you are successful you must be in a position to provide evidence of the required levels</p>	<p>Pass – 'Already obtained' or 'Will obtain on contract award'</p> <p>Fail – 'Unconfirmed'</p>

	<b>Cyber/Data Liability Insurance £2,000,000</b>	of insurance cover, prior to contract award and without delay.	
<b>Technical ability</b>			
18	<p><b>Relevant experience and contract examples.</b></p> <p>Please provide details of up to three contracts to meet conditions of participation for a Development Partner 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). The projects we are looking to see are ones that provide the clients with the solutions that best fit the clients requirements and are turn-key in the true sense that offer a 'end to end service' from initial innovation and solution, and business case; to shovel in the ground, completion and then support to follow.</p> <p>Please include the following for each contract:</p> <p>Name of customer organisation who signed the contract</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</p>	This question will be scored according to Section 3 of the invitation to Participate Descriptive Document.

	<p>Name of supplier who signed the contract</p> <p>Point of contact in the customer's organisation</p> <p>Position in the customer's organisation</p> <p>Email address of contact in the customer's organisation</p> <p>Description of contract</p> <p>Contract start date</p> <p>Contract completion date</p> <p>Estimated contract value</p>	<p>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 1,000 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>	
19	<p><b>Relevant experience and contract examples continued.</b></p> <p>Please provide details of a further 3 contracts where you have acted as a Development Manager/Partner in the last 5 years.</p> <p>Please include the following for each contract:</p> <p>Name of customer organisation who signed the contract</p> <p>Name of supplier who signed the contract</p> <p>Point of contact in the customer's organisation</p> <p>Position in the customer's organisation</p>	<p>Where this procurement is for goods or services, the examples must be from the past three years (unless stated otherwise). The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided. 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.</p>	<p>This question will be scored according to Section 3 of the invitation to Participate Descriptive Document.</p>

	<p>Email address of contact in the customer's organisation (DLL will not contact any Customers without the consent of the Tenderer)</p> <p>Description of contract</p> <p>Contract start date</p> <p>Contract completion date</p> <p>Estimated contract value</p>	<p>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). If you cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 1,000 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>	
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20	<p><b>Relevant experience and contract examples (Provided sales, marketing services or equipment)</b></p> <p>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</p> <p>Name of supplier who signed the contract</p> <p>Point of contact in the customer's organisation</p> <p>Position in the customer's organisation</p> <p>Email address of contact in the customer's organisation</p> <p>Description and detail of contract</p> <p>Contract start date</p> <p>Contract completion date</p> <p>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</p>	<p>This question will be scored according to Section 3 of the invitation to Participate Descriptive Document.</p>
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		the requirement, in no more than 1,000 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.	
21	<p><b>Experience of sub-contractor management</b></p> <p>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 procedures you use to ensure performance of the contract.</p>	<p>Response required if you intend to sub-contract a proportion of the contract.</p> <p>Provide details or state N/A</p>	For Information
22	<p><b>Resources</b></p> <p>State the name, relevant qualifications, expertise and experience of the key staff who will</p>	Please provide details (word count 750)	This question will be scored according to Section 3 of the invitation

	be available to service contract requirements:		to Participate Descriptive Document.
23	Please indicate if you require your employees to participate in a Continuing Professional Development (CPD) program, if yes, please indicate how you ensure they meet the requirements.	Please provide details (word count 500)	This question will be scored according to Section 3 of the invitation to Participate Descriptive Document.
24	<b>Quality</b> Describe how you make sure that the quality of your products or services is consistent including details of any quality management accreditations you may hold, with copies of such accreditations attached:	Please provide details (word count 500)	This question will be scored according to Section 3 of the invitation to Participate Descriptive Document.
25	<b>Organisational Standards</b> Where conditions of participation have specified organisational qualifications or standards, please provide details of how these are met, or other equivalent standards that equal or exceed what has been requested.	Please provide details (word count 500)	This question will be scored according to Section 3 of the invitation to Participate Descriptive Document.
26	<b>Distorting Competition</b> 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		This question will be scored according to Section 3 of the invitation to Participate Descriptive Document.

	in Schedule 7 of the Procurement Act 2023, paragraphs 7-9?		
27	If your response to Q26 is yes, please provide a brief outline of the steps that you take.	Response required if you selected "yes" to question 26.	For Information
28	<b>Supply Chain Management</b> Please describe the supply chain management systems, policies, standards and procedures you currently have in place to ensure robust supply chain management.	(word count 750)	This question will be scored according to Section 3 of the invitation to Participate Descriptive Document.
29	<b>Welsh Language</b> 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.	For Information
30	For contracts which relate to projects/programmes with a value of £3 million or more, please describe the steel specific supply chain management systems, policies, standards and procedures you have in place to ensure robust supply chain management and compliance with relevant legislation.	If you are successful you must be in a position to provide evidence (if requested), prior to contract award, and without delay.	For Information
31	Please provide details of previous similar projects where you have demonstrated a high level of competency and effectiveness in managing all supply chain members involved in steel supply or	If you are successful you must be in a position to provide evidence (if requested), prior to contract award, and without delay.	For Information



	production to ensure a sustainable and resilient supply of steel.		
<b>Confirmations</b>			
32	<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>		
	Full name		
	Role		

	Phone number		
	email address		
	Postal address		

### 3. Compliance and Completeness Check

3.1. The DLL team will check each Specific Questionnaire Response for compliance and completeness.

3.2. DLL reserves the right to seek clarification from the Bidders, Relevant Organisations, Parent Companies, any parties on whom the Bidder relies for the purposes of the Specific Questionnaire Response and Subcontractors at any time in respect of any missing, incomplete, or ambiguous information in the Specific Questionnaire Responses.

3.3. DLL shall treat any incomplete or ambiguous Specific Questionnaire Response (or errors in a Specific Questionnaire Response) in such manner as the DLL team shall determine in its absolute discretion.

3.4. Bidders shall note that the submission of an incomplete or noncompliant Specific Questionnaire Response may result in rejection of the Bidder at the absolute discretion of DLL. For example, although certain information is not scored, if such information is not provided in the Specific Questionnaire Response, the Bidder may be rejected and not given any further consideration.

### 4. Exclusion Grounds

### 5. Mandatory and Discretionary Exclusion

5.1. The DLL Team shall review and evaluate the answers to the Preliminary Section (where relevant), Part 1 and 2 via the Central Digital Platform (CDP).

5.2. With regards to mandatory and discretionary exclusion grounds as set out in the Procurement Act 2023 schedule 6 mandatory exclusion grounds and schedule 7 discretionary exclusion grounds, the evaluation shall be on the basis as set out in the Welsh Procurement Specific Questionnaire.

5.3. In respect of Part 1 and 2 of the Bidders CDP schedule 6 and 7 responses , if a Bidder, Relevant Organisation, Parent Company, and any other parties on whom the Bidder relies for the purposes of the CDP Response has stated there are no circumstances that may exclude them from participating in the procurement exercise they will pass this section. If a Bidder, Relevant Organisation, Parent Company or any other parties on whom the Bidder relies for the purposes of the CDP response has stated there are circumstances where they may be excluded from participating in the procurement exercise then the Bidder, Relevant Organisation, Parent Company or any other parties on whom the Bidder relies for the purposes of the CDP responses shall fail and DLL shall exclude the Bidder from the Procurement Process, unless DLL determines otherwise in accordance with the following principles:

5.3.1. DLL may decide not to exclude the Bidder, on an exceptional basis, for overriding reasons relating to the public interest; and

5.3.2. the Bidder, Relevant Organisation, Parent Company or any other parties on whom the Bidder relies for the purposes of the CDP response may provide evidence in its answer to the question in Part 1 and 2 of the CDP mandatory and discretionary exclusion responses to the effect that measures taken by the Bidder, Relevant Organisation, Parent Company or any other parties on whom the Bidder relies for the purposes of the CDP Response are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion ("self-cleaning"). If the DLL team considers such evidence to be sufficient, the Bidder concerned shall not be excluded from the Procurement Process. The measures taken by the Bidder, Relevant Organisation, Parent Company, or any other parties on whom the Bidder relies for the purposes of the CDP Response shall be evaluated by the DLL team taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the DLL considers such measures to be insufficient and that the Bidder should be excluded from the Procurement Process, the DLL shall give the Bidder a statement of the reasons for that decision.

- 5.3.3. Any Bidder, Relevant Organisation, Parent Company or any other parties on whom the Bidder relies for the purposes of the CDP who is on the debarment list shall not progress beyond this stage. However, they may make representations to DLL who will review and make a decision based on the representations which shall be final.

## 6. Evaluation of Subcontractors

- 6.1. If a Subcontractor provides information that may exclude them from the procurement process any of the questions in Part 1 and 2 of the CDP mandatory and discretionary exclusion grounds responses, DLL:

6.1.1. shall require that the Bidder replaces such Subcontractor where the Subcontractor has failed any of the questions in Part 1 and 2 (where the breach had been established by judicial or administrative decision having binding effect); and

6.1.2. may require that the Bidder replaces such Subcontractor where the Subcontractor has failed any of the questions in Part 1 and 2 (where the breach had not been established by judicial or administrative decision having binding effect, but the DLL had demonstrated by appropriate means that the Subcontractor is in breach of its obligations relating to the payment of taxes or social security contributions).

## 7. Evaluation Financial Capacity

- 7.1. The DLL will evaluate the financial stability of the Bidders using the Dun and Bradstreet (D&B) Financial Supplier Portfolio Manager (question 13a) and the following methodology:

**7.2. Please note: It's the Bidder's responsibility to check the D&B Failure Score rating for their own organisation PRIOR to submitting their Invitation to Tender submission. If the Bidder has any issues or disagrees with the Failure score allocated by D&B, then they should contact D&B directly to discuss the matter and provide them with any supplementary information (if applicable) in order for their Failure Score to be re-analysed by D&B.**

- 7.2.1. Where a Bidder receives a D&B Failure score of equal to or greater than 50 at the time of the evaluation, the Bidder will be awarded a “pass” for Question 13a of the Stage 1 evaluation questions. If a Bidder “D&B Failure score” is lower than 50 the Bidder submission will then be assessed by reference to paragraphs 7.2.2 to 7.2.6 below as appropriate.
- 7.2.2. Where a Bidder receives a D&B Failure score between 11 and 49 then an evaluation will be undertaken by a DLL nominated Accountant, who will upon their professional judgement either pass or fail the submission. A number of factors will be considered as part of this assessment based on the D&B Comprehensive Report and the reasons for the decision will be recorded. This will include the financial accounts submitted, the D&B Comprehensive Report, financial value and nature of the project and any other financial information made available.
- 7.2.3. Any Bidder that receives a D&B Failure score of 10 or less at the time of assessment will be awarded a “fail” for Question 13a and the Authority may set the tender aside and not consider it further, subject to paragraph (4) below.
- 7.2.4. Where a Bidder receives a “fail” mark pursuant to clauses 7.2.2 or 7.2.3, the Authority may award that provider a “pass” mark for Question 13a at its sole discretion where:
- 7.2.4.1. the Bidder provides a written undertaking that, if selected as the preferred Bidder for the project, they would be able to provide a Parent Company Guarantee, signed by their parent company; and
  - 7.2.4.2. the parent company(s) itself pass the criteria set out at paragraphs 7.2.1 to 7.2.2 above (save that all references to this paragraph 7.2.4 in such guidance shall not apply to an analysis of a parent company’s financial standing).
- 7.2.5. Where a Dunn & Bradstreet Report is not available for a Bidder, DLL reserves the right to make further enquiries of that Bidder financial standing in order to undertake a financial analysis of that Bidder financial standing comparable to that of the Dunn & Bradstreet Report and the requirements set out at paragraphs 7.2.1 to 7.2.4 above.
- 7.2.6. For the avoidance of doubt, the above also applies to all joint venture applications or consortium bids and all Bidder forming a joint venture or consortium will each need to achieve a “pass” for Question 13a in order for the joint venture or consortium itself to

achieve an overall “pass” for Question 13 of the financial evaluation stage. In the event that one or more members of the joint venture or consortium fails Question 13a the DLL reserves the right to request a guarantee from the other members of the joint venture or consortium guaranteeing the performance of that Contractor(s).

7.3. The requirement for a minimum level of turnover of a pass or fail.

7.4. The Acid test question 16 is a pass or fail.

## 8. Technical Ability Evaluation

8.1. The DLL team shall review and score the question 18, 19, 20, 22, 23, 24, 25, 26 and 28 in the section headed technical ability using the scoring methodology as the table below: -

Score		Description
0	Unacceptable	In the opinion of the evaluation team the response is <b>unacceptable</b> . It is inadequate or irrelevant and fails to demonstrate an ability to meet the requirement or no response has been received.
4	Major Concerns	In the opinion of the evaluation team the response is poor and presents <b>major concerns</b> for Denbighshire Leisure Limited. The response fails to address all elements of the requirement and the detail is limited or lacks a sufficient explanation to demonstrate how the requirement will be fulfilled.
8	Minor Concerns	In the opinion of the evaluation team the response is partially relevant but generally weak which presents <b>minor concerns</b> for Denbighshire Leisure Limited. The response addresses the majority of the requirement but lacks in detail and clarity as to how the requirement will be fulfilled.
12	Acceptable	In the opinion of the evaluation team the response is relevant and <b>acceptable</b> . The response addresses all the elements of the requirement and demonstrates a <u>broad understanding</u> of the requirement but is limited in its detail and focus on how the requirement will be fulfilled in certain areas.
16	Good	In the opinion of the evaluation team the response is relevant and <b>good</b> . The response addresses all the elements of the requirement and is sufficiently detailed to demonstrate a <u>good understanding</u> and provides details on how the requirements will be fulfilled.

20	Excellent	In the opinion of the evaluation team the response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
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8.2. Questions 21, 27, 29, 30 and 31 are for information only.

## 9. Selection of Participants

9.1. A minimum of Bidders who have:

- (a) submitted a compliant Specific Questionnaire Response; and
- (b) gained a PASS in respect of the evaluation of each question in the preliminary section, Part 1, 2, and 3, of the Specific Questionnaire carried out pursuant to Section 3 of this Descriptive Document; and
- (c) gained a PASS in respect of the evaluation of economic and financial standing carried out pursuant to Section 3 of this Descriptive Document; and
- (d) achieved a minimum score of 50 for the technical evaluation carried out pursuant to Section 3 of this Descriptive Document, and
- (e) achieved the highest combined scores in respect of technical evaluation carried out pursuant to Section 3 of this Descriptive Document,

will be selected as the Participants.

## 10. Validating Specific Questionnaire Responses and subsequent exclusion from the Procurement Process

- 10.1. The DLL team reserves the right to validate each Participant's Specific Questionnaire Response at any time in the Procurement Process, to confirm that the Specific Questionnaire Response has not changed, or information provided was incorrect or has been superseded. In particular, the DLL team will repeat the tests set out in Part 3 (Economic and Financial Standing) of the Specific Questionnaire during the Dialogue Period and contract award stage. If the DLL team considers that the Participant's Specific Questionnaire Response has changed, with the effect that the Participant no longer pre-qualifies to participate in the Procurement Process, the DLL team may exclude the Participant from further participation in the Procurement Process.



## **Schedule 1**

## **Appendix A**

## **Appendix B**

## **Appendix C**