

Request for Proposals – Canolfan Tryweryn

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Figure 1 Afon Tryweryn running through the heart of the site.

1. Introduction

- 1.1. This Request for Proposal (“RfP”) is being conducted by Natural Resources Wales (“NRW”). In this RfP, the references to “we”, “us” or “our”, means NRW.

Who are we?

- 1.2. We are Natural Resources Wales, the largest Welsh Government Sponsored Body, focussed on tackling the climate, nature, and pollution emergencies. The work that we do to protect and enhance Wales’ environment impacts everything that matters most – our communities, our wildlife, and our future.
- 1.3. Through the sustainable management of natural resources, we are committed to building resilience to climate change, minimising pollution and aiding nature recovery.
- 1.4. As Wales’ largest land manager, our remit is wide, and the work we undertake is varied. We look after 7% of Wales’ land, including the Welsh Government Woodland Estate, which covers 124,000 ha. We manage 445km of flood defences and 57 National Nature Reserves.
- 1.5. We are a Category One emergency responder, collaborating closely with our partners to keep wildlife safe from environmental incidents, and we work with industry to help them comply with regulations.

- 1.6. We support the timber, renewable energy, and recreation sectors. We are the designator and protector of special sites such as SSSIs and AONBs. We take decisions based on evidence, research, and the expertise of our staff, for the benefit of Wales' communities and the environment.

Our values

- 1.7. We are proud to serve the people of Wales by being:

Connected: we value our deep-rooted attachment to the land and water, nature and communities of Wales and build meaningful partnerships

Bold: we use our voice, take action to make a difference, and lead by example

Caring: we listen to understand, care for each other, and the communities we serve, and the environment we all depend upon

Resourceful: we explore new ways of doing things, innovate to accelerate change and use our resources effectively.

- 1.8. We want to work with like minded organisations who embrace our values and want to help us deliver them. We are looking for a long term tenant to develop their business in this unique setting, whilst safeguarding and enhancing the natural environment.

Overview of opportunity

- 1.9. This RfP relates to the land and facilities at Canolfan Tryweryn, Fron Goch, Bala, LL23 7NU (the "Site"), as further detailed in Section 2 of this RfP.
- 1.10. We are seeking a long-term tenant with sustainable proposals that will benefit local communities and enhance tourism and recreational opportunities, by building upon the existing amenities on the Site.
- 1.11. We are proposing to award a lease of the Site to the successful bidder for a term of at least 30 years. We are not intending to award a contract for the delivery of services on the Site. However, where proposals include activities for the benefit of visitors and local communities, we will expect the successful bidder to commit to the arrangements set out in their proposal.
- 1.12. The purpose of this RfP is to set out the process we will use to select a successful candidate to take on this opportunity, and to provide bidders with sufficient information to enable them to compile a proposal for our consideration.
- 1.13. Bidders should read all the information and instructions within the RfP carefully before submitting a response, as failure to comply with any of our requirements may result in the rejection of the proposal.
- 1.14. This RfP consists of the following sections:

- Section 1 Introduction
- Section 2 Opportunity on Offer
- Section 3 Process
- Section 4 Heads of Terms
- Section 5 Screening Questions (PQQ) – pass/fail
- Section 6 Evaluation Criteria & Business Case
- Section 7 General T&Cs
- Section 8 Appendix 1
- Section 9 Appendix 2
- Section 10 Appendix 3

1.15. In addition, the following documents are available to bidders in the Data Bank:

- (a) Copies of the relevant Land Registry titles related to the site
- (b) Asbestos Report
- (c) EPC Rating
- (d) Topographic Survey (2022)
- (e) Form 1 (Tables 2 to 7) Word Document
- (f) Form 2 (Declaration section 5.8) Word Document

1.16. Interested bidders are required to submit the following:

- (a) Completed Heads of Terms, as set out in Appendix 3
- (b) Completed Tables 2 to 7 as set out in Section 5 below, including any supporting documentary evidence
- (c) Signed declaration as set out in Section 5.8 below
- (d) Completed Bid, as set out in Section 6 below

2. The Opportunity on Offer

This section of the RfP sets out the land, assets, and amenities which we are offering to the market. Bidders must include all of these in their proposals. This section is structured as follows:

- 2.1 – The Location
- 2.2 – Designations
- 2.3 – The Site
- 2.4 – Facilities
- 2.5 – Water Releases
- 2.6 – Services to the Building
- 2.7 – Current Occupiers

2.1. The Location

- 2.1.1. The Site is located in the Tryweryn valley, within Eryri National Park, see Figure 2.



Figure 2 Red marker shows the location of Canolfan Tryweryn

- 2.1.2. Parc Cenedlaethol Eryri (also known as Snowdonia National Park) is in northwest Wales and is the country's largest National Park. The area covers approximately

823 square miles, from Conwy in the North, south to Aberdyfi, to the Rhinogydd in the west, with Bala forming the eastern extent. It is home to diverse landscapes including mountains, lakes, coastline, and critically important ancient woodlands. The nature of the landforms lend themselves to outdoor pursuits including hiking and climbing around Yr Wyddfa (Snowdon), the Glyderau and Carneddau. Due to the minimal light pollution there is a Dark Sky Reserve status in place. The mountainous terrain and abundant woodlands mean there are plenty of opportunities for road and mountain biking. Wales is famed for high rainfall, and benefits from a maritime climate, Eryri has an abundance of lakes including Llyn Tegid (Bala Lake), and fast flowing rivers, which affords opportunities for sailing, paddle boarding, kayaking and other water-based activities.

- 2.1.3. Due to the areas natural beauty, and prevalence of outdoor pursuits, Eryri is a big draw for tourists. People travel internationally and nationally to spend their leisure time in Wales. The Park's tourism industry generates an around £70 million annually with an estimated four million visitors each year. Canolfan Tryweryn is about 1.5 hours from Liverpool, 2 hours from Manchester and 2.5 hours from Birmingham.
- 2.1.4. Canolfan Tryweryn is located off the A212, approximately four miles from Bala. This road links the A470, which runs up the west of Wales, and the A494, which runs up the northeastern flank of the country. The area is highly agricultural, and sparsely populated, with scattered small towns and villages.
- 2.1.5. Canolfan Tryweryn is situated to the southeast of Llyn Celyn, on the banks of Afon Tryweryn, around four miles downstream is Llyn Tegid (Bala Lake). Llyn Tegid is a well-established water pursuits destination where visitors come to kayak, canoe, paddle board, and sail. Fishing is permitted at certain times of year, and wild swimming is an increasingly common pastime. Beyond the lake there are opportunities for hiking, mountain biking, rock climbing, and bird watching. Other local tourist attractions include Rheilffordd Llyn Tegid (Bala Lake Railway) and Canolfan Pererin Mary Jones (Mary Jones Pilgrim centre). There are several campsites in the local vicinity to accommodate visitors.
- 2.1.6. The area surrounding Canolfan Tryweryn is blessed with natural assets, and is a focus for outdoors enthusiasts and for those with less energetic natures. Tourism plays a vital role in the local economy and Canolfan Tryweryn contributes towards a vibrant, healthy, prosperous community, through creating local employment and providing a vibrant social hub in a rural setting.
- 2.1.7. In the 1960's Llyn Celyn reservoir was constructed to supply water to Liverpool. As part of this highly controversial project, the village of Capel Celyn was flooded, resulting in the loss of homes and businesses, and the displacement of those inhabiting the valley. Bidders should be aware of the history of the area and their proposals should take sensitive account of it.

2.2. Designations

- 2.2.1. The Site is covered by a number of designations, which are of national and international importance. Consequently, anyone wishing to consider taking on a venture here should acquaint themselves fully with what managing a site in such a special part of Wales entails.
- 2.2.2. **Special Area of Conservation** – These are protected sites designated under the EU's Habitats Directive to conserve specific natural habitats and wild flora and fauna, deemed important for biodiversity at national and international level. The SAC is designated due to qualifying features such as water courses with *Ranunculus fluitantis* and *Callitriche-Batrachion* vegetation, and species including Atlantic salmon, lamprey, and otter. For further information on this designation, please visit: <https://sac.jncc.gov.uk/site/UK0030252>
- 2.2.3. **Special Site of Scientific Interest** – This is a legal designation in the UK for areas of land and water that are nationally important for their habitats, species, geological or morphological features. They are legally protected under the Wildlife and Countryside Act 1981. Landowners and occupiers of SSSIs have a duty to manage their sites in such a way that protects and enhances the designated features, in this case that includes the river, Afon Tryweryn.
- 2.2.4. The SAC extends from the outflow of Llyn Tegid where it enters the Afon (River) Dee, and downstream the Dee Estuary. In its swifter upper reaches the Dee flows through the broad valley near Corwen before entering the Cheshire plains at Erbistock, then meanders northwards to its tidal limit at Farndon. The River Dee is heavily regulated, with its flow controlled by the reservoirs of Tegid, Celyn and Brenig. The catchment takes in tributaries including the Ceiriog, Meloch, Tryweryn, and Mynach.
- 2.2.5. **Parc Cenedlaethol Eryri National Park** – National Parks are protected for their beautiful countryside, wildlife, and cultural heritage. Eryri National Park Authority is obliged to foster the economic and social wellbeing of local communities. National Park status means that planning permissions are overseen by the Authority, with an overarching emphasis on sustainable development. For further information about the National Park, please visit: <https://eryri.gov.wales/>.
- 2.2.6. The number of designations demonstrate the sensitivity of the environment in and around the Site. Bidders must ensure that they understand the legal and practical implications of operating within these designations and take their own advice to ensure their proposals are realistic and achievable.

2.3. The Site

- 2.3.1. The Site is shown below, delineated in red in Figure 3. Its extent runs to approximately 6.26 hectares.

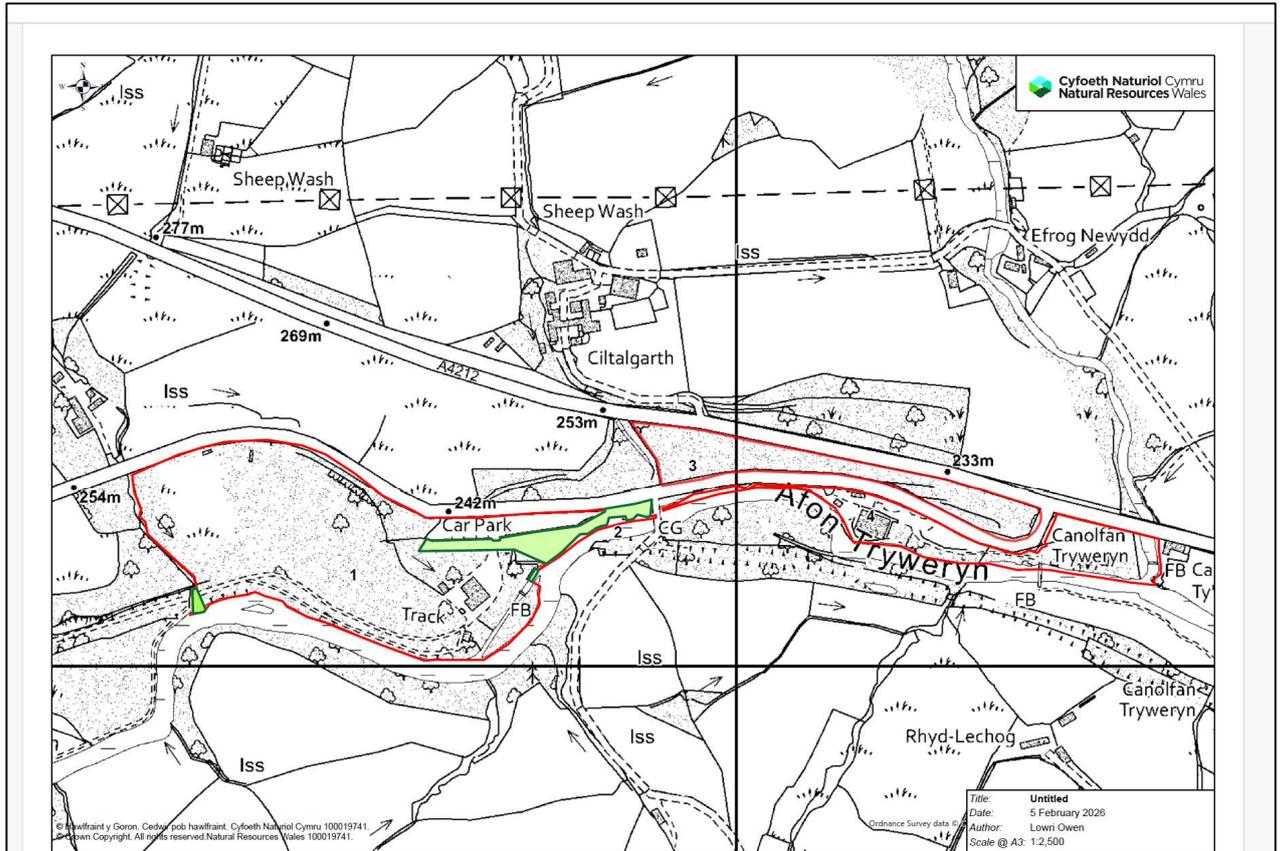


Figure 3 Red line boundary delineates the extent of the site. The parcel areas are Area 1, 4.16ha, Area 2, 0.24ha, Area 3, 0.88ha and Area 4, 0.98ha. The green areas show those parcels of land currently unregistered.

- 2.3.2. The Site is currently home to the National White Water Centre. In 1986 it developed its first commercial white water rafting operation in the UK. The centre is also home to Paddle Sport National Body, Canoe Wales. The centre is run as a commercial enterprise; this is due to dam released water.
- 2.3.3. Title to the Site is registered in NRW's name under title numbers CYM490020 and CYM572479, except for the areas (marked in green in Figure 3), that are currently unregistered. The unregistered section to the south of the car park forms part of the dismantled railway. The other unregistered section has a small building on it.
- 2.3.4. The unregistered land highlighted in green at Figure 3 forms part of the property to be included within the offering of the site to the open market, and will form part of the demise to be granted under the new lease. We are in the process of registering this at HM Land Registry.
- 2.3.5. We have provided copies of relevant Land Registry titles, maps, and other documents in the Data Bank. Bidders should consider the property title information provided and note the property rights, any third-party agreements, e.g. rights of way, easements, or restrictions. Given the nature of this Site, bidders should be aware of the various rights that Dŵr Cymru Welsh Water may exercise over the Site.

2.3.6. Bidders should undertake their own due diligence as to the legal title information, in particular any constraints that may impact their proposals.

2.3.7. NRW does not provide any warranties that the Site is suitable for, or has the legal rights to enable, any particular development.

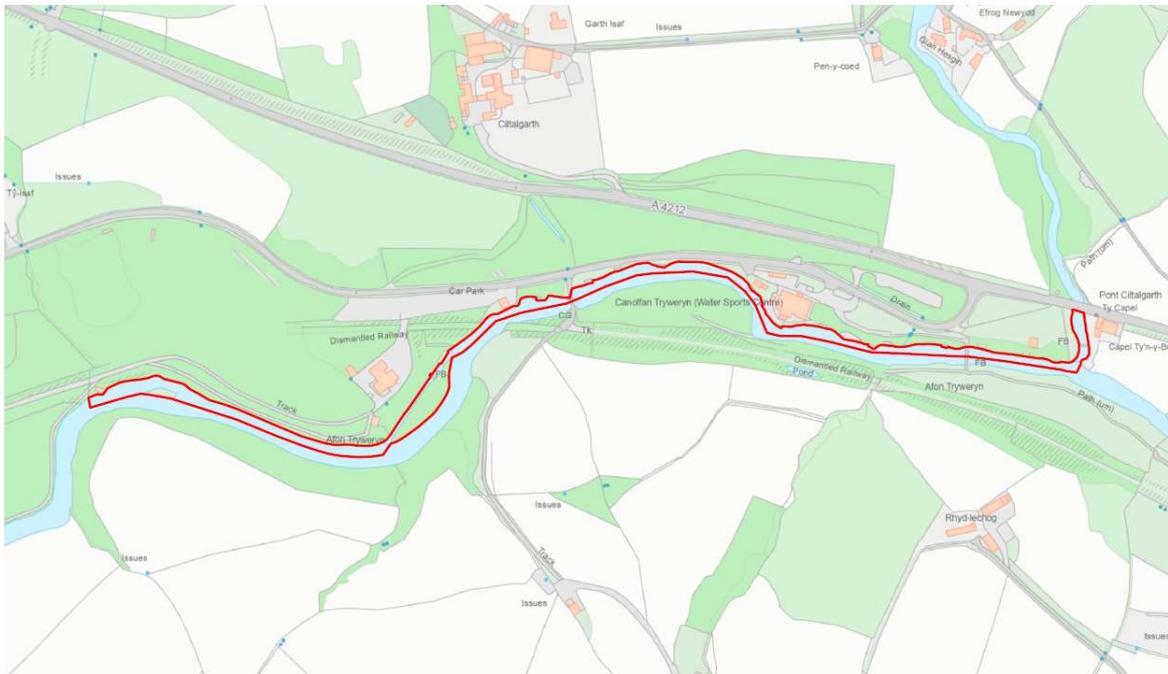


Figure 4 Red line boundary delineates the section of the river registered to NRW under Title Number CYM572479

2.3.8. River Tryweryn - Figure 4 shows the section of the river (outlined in red) that is registered to NRW. The current tenant has entered into a separate agreement with the owner of the adjoining sections of the river. Should bidders wish to make use of land or waters outside of those explicitly offered in this document, they will need to make their own arrangements with the relevant landowners.

2.4. The Facilities on offer

2.4.1. The current facilities on site comprise of the following, please see Appendix 2 for more details.

- One storey visitor centre comprising of reception, toilets, showers, offices and café.
- One storey building comprising of large meeting room, offices, toilets, and extensive storage. Four stone and slate buildings Five Carparks
- Existing network of paths and roads, with picnic benches.
- Four wooden huts

- Kayak store and wash area
- Children's play area

2.5. Water Releases

- 2.5.1. Water releases from the Llyn Celyn reservoir flow along the River Tryweryn, past the Site. These can result in high flows and fantastic white water, often when most other rivers in the region are low.
- 2.5.2. The water releases are regulated by the NRW's Water Resources Team, as part of the Dee Regulation Scheme, for the purposes of ensuring drinking water supply, managing flood risk, supporting a diverse range of wildlife and habitats, and facilitating renewable energy, tourism and recreation.
- 2.5.3. The timing of water releases is dependent on weather conditions, reservoir storage capacity and the objectives to be achieved. Given these circumstances, water releases cannot be scheduled ahead accurately, and are not guaranteed, so may be cancelled at very short notice. For example, during a dry summer there may be more "canoeable" releases than in a wet summer.
- 2.5.4. Due to the variability of the weather and other factors, including demand for water downstream, there will be no formal agreement in place with any tenant at the Site regarding the nature of release frequency, timing, flow rate, duration etc. This factor has implications for bidders wishing to pursue a lease on the site and for business planning.

2.6. Services to the Buildings – Septic Tank

- 2.6.1. The Site utilises a septic tank for the treatment of wastewater. The condition of this septic tank is not guaranteed and prospective bidders should conduct their own investigations and ensure that it is fit for their purposes.
- 2.6.2. A permit to discharge has been approved by NRW for a sewage treatment plant at the Site. Further details can be found on the Public Register, please see link [here](#). Additional guidance on the legislation and regulations governing septic tanks is available on the NRW website.

2.7. Current occupiers

Canolfan Tryweryn

- 2.7.1. Canoe Wales currently occupies the area under a lease, which is due to expire on 31st March 2027. The tenant operates the National White Water Centre from here.
- 2.7.2. The centre attracts around 40,000 visitors per annum. Around half of those take part in rafting and kayaking, the remaining half are split between those visiting the café, and enjoying other recreational pursuits such as spectating, or walking. Visitors to the centre spend approximately 6 hours there per visit.

The Café

- 2.7.3. The café in the main building is run by a separate company Manon's Café and serves approximately 10,000 customers per annum, many come from the local community. Welsh is the first language of many in the area and is the dominant language heard in the Café. The café operates under a licence agreement which will cease upon expiry of the current lease.

Shop

- 2.7.4. Radical Riderz operates a kayak shop from one of the buildings on the Site. The kayak shop operates under a licence agreement which will cease upon expiry of the current lease.
- 2.7.5. Altogether, there are 15 permanent staff employed at the activity centre, café, and kayak shop, and there are an additional 50 seasonal and weekend staff.

3. Process

We intend to follow the process set out in this Section 3 to select the organisation to take on a lease and operate the facilities at the Site.

3.1. Screening questions

- 3.1.1. This initial qualification stage sets out our minimum requirements for bidders' ability to deliver their proposal, their relevant experience, and their legal and financial standing, through a structured questionnaire.
- 3.1.2. All bidders wishing to participate in this RfP process must complete and submit to us the tables set out in Section 5, by the deadline set out at paragraph 3.3 below.
- 3.1.3. Bidders' responses to these questions will be assessed on a pass/fail basis, as set out in detail in Section 5.
- 3.1.4. Through this pass/fail assessment, we are not intending to shortlist bidders, so every bidder that passes all our minimum requirements will be eligible to participate in the rest of this RfP process.
- 3.1.5. If a bidder scores a fail in response to any question, the rest of that bidder's responses will not be evaluated, and that bidder will be excluded from the remainder of this RfP process.
- 3.1.6. We will notify bidders who have failed this screening process.

3.2. The Bid/Business Plan

- 3.2.1. This stage is designed to elicit long-term, sustainable business proposals that will benefit local communities and enhance outdoor access in this special natural environment.
- 3.2.2. Bidders must submit a business plan in the form set out in Section 6, by the deadline set out at paragraph 3.3 below.
- 3.2.3. We will consider these proposals and score them in accordance with the scoring mechanism set out within Section 6.

3.3. Timetable

Table 1 below sets out the dates of the Request for Proposal Process, and timetable to be followed. Failure by any bidder to meet these deadlines may result in that bidder's submission not being considered unless there are exceptional mitigating circumstances. However, we reserve the right to change the timetable at any time at our discretion, in which case we will notify bidders through the Sell2Wales portal.

Table 1

Request for Proposal Stage	Date
Issue of RfP on Sell2Wales	23 rd February 2026
Question and Answers - The RfP Clarification Period Opens	2nd March 2026
By Appointment Guided Site Visit 1	5th March 2026
By appointment Guided Site Visit 2	12th March 2026
Question and Answers - The RfP Clarification Period Closes	16 th March 2026
Deadline for submission of screening questions responses, business proposal, and draft Heads of Terms	12:00pm 6 th April 2026
Proposal Evaluation by NRW	W/C 20th April 2026
Communication to successful bidder and debrief to unsuccessful bidder(s) Please be aware that due to the Senedd Elections we must adhere to the pre-election period guidance, and therefore a decision cannot be announced until after the Election is concluded.	W/C 11th May 2026

Bidders must ensure that their responses are received by the deadlines set out in Table 1. We may decide not to consider responses received after the relevant deadlines.

3.4. Sell2Wales

3.4.1. We are conducting this RfP using the Sell2Wales portal: www.sell2wales.gov.uk

3.4.2. Sell2Wales is the official Welsh government procurement portal for public sector contract notices and tenders. Public Sector bodies advertise their contract

opportunities on the portal, suppliers must register and can search the site for contracts across Wales. Businesses are invited to quote for work and tender for contracts via the site. Bidders should submit their responses to this RfP using sell2wales.

3.4.3. Sell2Wales has overall responsibility for any technical queries including:

- (a) Access to the portal and submissions.
- (b) Access to the online RFP and system advice and guidance.

3.4.4. Sell2Wales can be contacted on 0800 222 9004 or by [Contact us - Sell2Wales](#).

3.4.5. All potential bidders must submit any clarification questions regarding this RfP through the messaging system on the Sell2Wales platform.

3.5. Clarifications

3.5.1. Any clarifications relating to this process must be submitted through Sell2Wales no later than the deadline in Table 1 above. We will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible. We reserve the right not to answer requests for clarification submitted after the deadline in Table 1, or those submitted other than through the means specified in this RfP.

3.5.2. Any requests for clarification should clearly reference the appropriate section of this RfP that requires clarification and, to the extent possible, should be aggregated rather than sent individually.

3.5.3. Where we consider any request for clarification to be relevant to the RfP, we will notify to all bidders (without reference to the identity of the bidder which submitted the clarification question) the clarification raised and our response, with the exception of those deemed confidential as set out in the next paragraph.

3.5.4. If a bidder considers that its request for clarification should be treated as confidential and not disclosed to other bidders, it must communicate this, and the reason why, to us at the time of submission of that clarification request. We will advise the bidder in advance of providing our clarification response if we consider that all or any part of the request for clarification cannot be treated as confidential. In that case, the bidder may:

- (a) withdraw the aspects of their request for clarification which we cannot treat confidential; or
- (b) submit an amended or new request for clarification, which we will assess afresh as to whether we can treat it as confidential.

3.5.5. It is the responsibility of each bidder to monitor all clarifications we issue. We accept no liability for any bidder's failure to keep abreast of clarifications issued.

- 3.5.6. We reserve the right to seek, at any time, clarification from bidders in connection with their submissions, where information submitted appears to be incomplete, erroneous or unrealistic, or where specific information or documents are missing.
- 3.5.7. We may request bidders to submit, supplement, clarify or complete the information or documentation provided in connection with their response. Bidders will be required to respond to any clarification requests within the timescales we notify.
- 3.5.8. Failure by a bidder to submit a requested clarification within the required timescale may result in the bidder's response being rejected.

3.6. Site visits

- 3.6.1. We recommend that bidders undertake a site visit. Arrangements for the site visits can be made by appointment via Sell2Wales. Bidders are not permitted to conduct any activity other than a visual inspection of the land and assets within the development areas during this phase.
- 3.6.2. We currently envisage site visits taking place on the dates set out in the Table below. Depending on the level of interest from bidders, it may be possible to arrange other dates, subject to NRW staff availability and agreement from the existing tenant.

Day 1	5th March 2026
Day 2	12th March 2026

3.7. Assessment

- 3.7.1. We will use a consensus scoring system, with each person involved in assessment scoring each response separately. We will then hold a moderation meeting to review the provisional scores to determine a consensus score.
- 3.7.2. Once the assessment has concluded, we will inform all bidders whether we intend to accept their proposal. The highest scoring bidder will be offered the opportunity to negotiate a lease, and any associated agreements.

4. Heads of Terms

- 4.1. We propose to enter into a lease with the successful bidder selected through this RfP process. However, we recognise that the precise terms of the final lease will be dependent on the nature of the successful bidder's proposals, and this will inevitably

require a process of negotiation with that successful bidder. This RfP process has been designed to result in an agreement in principle on the key terms of that lease.

- 4.2. In addition, any particular commitments in the successful bidder's proposal will be incorporated into and form part of the lease or an ancillary agreement between NRW and the successful bidder.
- 4.3. A template "Heads of Terms" is included in Appendix 3. There are sections that are non-negotiable and these are clearly marked. Bidders must mark this up with any amendments consistent with their proposal.
- 4.4. The successful bidder's Heads of Terms will be the starting point of negotiating the final lease with that bidder. We will negotiate in good faith and expect the process to conclude with NRW entering into a lease, and any associated agreements, with the successful bidder, but there is no guarantee that these negotiations will result in the award of a lease, or any associated agreements.
- 4.5. Where planning permission is required prior to lease commencement, we may consider entering into an agreement for lease, subject to negotiation. This would enable the prospective tenant to plan development and apply for planning permission before the lease is drawn down.
- 4.6. Note that NRW is a statutory consultee on planning applications in Wales and will maintain a separation of duties between its planning advisory responsibilities, and its interests as landowner and land manager.

5. Screening Questions [PQQ] – pass/fail

5.1. Introduction

- 5.1.1. This section sets out our minimum requirements relating to the status, experience, and policies of bidders, to ensure the prospective tenant is reputable and competent.
- 5.1.2. Bidders who wish to participate in the RfP process must complete and return the tables in this section 5 of this document to us, via the Sell2Wales portal by the date indicated in 3.3.
- 5.1.3. Note that every bidder is required to deliver a business proposal and, in the case of a consortium bid, every member of the consortium, must complete and submit this document.
- 5.1.4. We will assess bidders' responses to this section on a pass/fail basis, as set out under each sub-heading in this document.
- 5.1.5. Where a question requires an explanation, we will consider the information provided and may request further clarification from the relevant bidder if we consider it appropriate. When deciding whether to pass or fail an explanation

response, it will be entirely at our discretion whether we consider it sufficient to give us confidence in the bidder's competence or track record.

5.2. Bidder name and administrative details

5.2.1. All bidders must complete Table 2 in full to provide their key administrative details.

5.2.2. To score a "Pass", bidders must provide all requested information. Bidders whose responses contain gaps or omissions without explanation or contain incorrect information will score a "Fail".

Table 2

1.	Name of bidder organisation:	<i>[Name]</i>
2.	Current Trading Name (if different from the response at question 1 above, otherwise please state "N/A"):	<i>[Name]</i>
3.	Address (registered address if applicable, otherwise the main administrative address):	<i>[Address]</i>
4.	Company registration number and/or charity registration number (if applicable, otherwise please state "N/A"):	<i>[Number]</i>
5.	Year of registration or year of creation of organisation:	<i>[Year]</i>
6.	Country of registration or if not registered, country of origin:	<i>[Country]</i>

7.	Trading status - a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status):	<i>[Status]</i>
8.	Principal contact name:	<i>[Name]</i>
9.	Address of principal contact:	<i>[Address]</i>
10.	Telephone number of principal contact:	<i>[Telephone]</i>
11.	Email address of principal contact:	<i>[Email]</i>
12.	Joint Venture / Consortium (if applicable, otherwise please state "N/A"):	<i>[Names of individuals / Organisational Leads/ Registration numbers and addresses of any joint venture or consortium partners]</i>
13.	Additional Consortium/ Joint venture details (if applicable, otherwise please state "N/A"):	<i>[Details of proposed or current legal structure of the relationship between members of any joint venture, or consortium, together with any proposed or known guarantees or undertakings]</i>

5.3. Legal and compliance matters

5.3.1. Bidders must complete Table 3, in full, to enable us to assess whether there are any grounds for excluding the bidder from this RfP process.

5.3.2. To score a "Pass", bidders must have answered "No" to questions 14, 17, 20, and 22. If bidders answer "Yes" to any of these questions, in order to score a "Pass", they must provide an adequate explanation and/or mitigating factors which we consider as sufficient to self-clean the situation. Otherwise, the bidder will score a "Fail".

Table 3

14.	<p>Indicate if, within the past five years, the bidding organisation or any person of significant control of that organisation, has been convicted, anywhere in the world, of any offences relating to the following:</p> <ul style="list-style-type: none"> • Participation in a criminal organisation • Corruption • Fraud • Terrorist offences, or offences linked to terrorist activities • Money laundering or terrorist financing • Child labour and other forms of trafficking in human beings • Environmental offences
	<p><i>[insert Yes or No]</i></p>
15.	<p>If you have answered Yes to question 14, provide further details, including date of conviction; specify which of the grounds listed the conviction was for; the reasons for conviction; and the identity of who has been convicted.</p> <p>If the relevant documentation is available electronically, provide: - the web address; issuing authority; precise reference of the documents.</p>
	<p><i>[insert details - limit to 200 words]</i></p>
16.	<p>If you have answered Yes to question 14 above, what measures have been put in place to ensure that the circumstances which led to conviction do not recur, and to demonstrate the trustworthiness and reliability of the bidding organisation, despite the existence of the conviction.</p>
	<p><i>[insert details - limit to 200 words]</i></p>
17.	<p>Indicate if, within the past three years, anywhere in the world, any of the following have applied to the bidding organisation, or any person of significant control of that organisation:</p> <ul style="list-style-type: none"> • Being made bankrupt, or being the subject of insolvency or winding-up proceedings, • having assets administered by a liquidator or by the court, • being in an arrangement with creditors, • having its business activities suspended, • being in any analogous situation arising from a similar insolvency-related procedure under the laws and regulations of any state • Having been found to have committed serious professional misconduct • Entered into agreements with other economic operators aimed at distorting competition

	<i>[insert Yes or No]</i>
18.	<p>If you have answered Yes to question 17, provide further details of the relevant event, including any dates, the identity of the person or organisation affected, the reasons for the circumstances arising.</p> <p>If any relevant documentation is available electronically, provide: the web address; issuing authority; precise reference of the documents.</p>
	<i>[insert details - limit to 200 words]</i>
19.	<p>If you have answered Yes to question 17, explain what measures have been put in place to ensure that the above circumstances do not recur, and to demonstrate the trustworthiness and reliability of the bidding organisation despite the existence of the conviction.</p>
	<i>[insert details - limit to 200 words]</i>
20.	<p>Has it been established, by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom, or the legal provisions of the country in which the bidding organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>
	<i>[insert Yes or No]</i>
21.	<p>If you have answered yes to question 20, provide further details. Also, confirm you have paid or have entered a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>
	<i>[insert details - limit to 200 words]</i>
22.	<p>Is the bidding organisation or any person of significant control of that organisation on the debarment list established under the Procurement Act 2023?</p>
	<i>[insert Yes or No]</i>

5.4. Economic Standing

- 5.4.1. Bidders must complete Table 4 and enclose with their response a copy of the relevant documentation requested.

5.4.2. Bidders will score a “Pass” if they respond Yes to question 28, provide the financial information requested in question 23 (or 24 if applicable), and self-certify that they have been profitable in both of the last 2 financial years in response to question 25, with an explanation at question 26.

5.4.3. If bidders have not been profitable in both of the last 2 years, in order to score a “Pass”, they must provide an explanation which we consider as sufficient to explain why this is the case, and to satisfy us that the losses should not be seen as representing a significant risk to the bidder’s financial stability. Otherwise, the bidder will score a “Fail”.

Table 4

23.	Provide a copy the bidding organisation’s full audited accounts for the last three years.
	<i>[insert Yes or No to confirm whether the accounts are enclosed with this form]</i>
24.	<p>If you cannot provide copies of audited accounts for the last three years, please provide one of the following:</p> <ul style="list-style-type: none"> a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/ Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for the bidding organisation. b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).
	<i>[insert Yes or No to confirm whether the relevant documents are enclosed with this form]</i>
25.	<p>Has the bidding organisation been profitable* in each of the last two financial years?</p> <p>*Profitability is defined as Earnings Before Interest and Tax (EBIT). If you are bidding as or on behalf of a consortium your profitability should take account of all consortium members.</p>
	<i>[insert Yes or No]</i>

26.	If you have answered Yes to question 25, explain how you have arrived at your answer.
	<i>[insert details - limit to 200 words]</i>
27.	If the bidding organisation was not profitable in either of the last two financial years (i.e. reported a negative EBIT) explain why and provide evidence of how the organisation will be able to continue trading.
	<i>[insert details - limit to 300 words]</i>
28.	Indicate whether the bidding organisation already has, or can commit to obtaining, prior to entering into legally binding agreements to deliver the proposals, the minimum levels of insurance cover indicated below: Employer's (Compulsory) Liability Insurance* = £5,000,000. Public Liability Insurance = £10,000,000. * this is not applicable if you are not legally obliged to hold an employers' liability insurance policy.
	<i>[insert Yes or No]</i>

5.5. Health & Safety

5.5.1. Bidders must complete Table 5, to enable us to assess whether they meet our minimum Health & Safety requirements.

5.5.2. To score a "Pass", bidders must have:

- (a) Provided the information required in response to questions 29 and **Error! Reference source not found.**;
- (b) Responded No to question 30, or, if answered Yes, provided an adequate explanation and/or mitigating factors to give us sufficient confidence in the bidding organisation's Health & Safety track record;
- (c) Responded Yes to question 32, or, if answered No, provided an explanation which gives us sufficient assurance of the bidder's control over its sub-contractors' or consortium members' Health & Safety status;
- (d) Responded Yes to questions 34, 35, 38 and 40, or if answered No to any of these, provided an explanation which we consider demonstrates that the bidder would reliably manage health and safety issues in delivering its proposals;

- (e) Responded Yes to question 42, or if answered No, provided an explanation to demonstrate that vulnerable individuals would be safeguarded in the delivery of the bidder's proposals.

5.5.3. Otherwise, the bidder will score a "Fail".

Table 5

29.	Please describe the arrangements the bidding organisation has in place to manage health and safety effectively and control significant risks relevant to its proposal (including risks from the use of contractors, where relevant).
	<i>[insert details - limit to 200 words]</i>
30.	Has the bidding organisation or any person of significant control of that organisation been in receipt of enforcement action or remedial orders by the Health and Safety Executive (or equivalent body) in the last 3 years?
	<i>[insert Yes or No]</i>
31.	If you have answered Yes to question 30, provide details of the enforcement action or remedial orders received, and any remedial action or changes to ways of working that have been made as a result.
	<i>[Insert details - limit to 200 words]</i>
32.	If the bidding organisation uses subcontractor(s), or is bidding on behalf of a consortium, does it have a process in place to check whether any enforcement action or remedial orders apply to these other organisations?
	<i>[insert Yes or No or Not Applicable]</i>
33.	If you have answered No to question 32, explain why there is no process in place and how you ensure that the subcontractor(s) or consortium members (as relevant) are not subject to such enforcement action or remedial orders.
	<i>[Insert details - limit to 200 words]</i>

34.	<p>Confirm that the bidding organisation has a Health and Safety Policy that includes the following (as a minimum):</p> <ul style="list-style-type: none"> • A Policy Statement – signed and dated • The Organisation and Responsibilities – how health and safety requirements are implemented • The Arrangements – standards and procedures adopted in practice. <p>If you are successful you must be in a position to provide evidence if required, prior to contract award, and without delay.</p>
	<i>[Insert Yes or No]</i>
35.	<p>If you have answered Yes to question 34, confirm that this policy has been reviewed, and updated if necessary, within the past 2 years.</p>
	<i>[Insert Yes or No]</i>
36.	<p>If you have answered No to question 35, explain why not, and how you can demonstrate that the bidding organisation’s Health and Safety Policy is still relevant and up to date.</p>
	<i>[insert details - limit to 200 words]</i>
37.	<p>If you have answered No to question 34 explain why there is no Health and Safety Policy and how the bidding organisation can demonstrate that it would reliably manage health and safety issues in delivering its proposals.</p>
	<i>[Insert details - limit to 200 words]</i>
38.	<p>Does the bidding organisation have a nominated competent person responsible for Health and Safety advice?</p>
	<i>[Insert Yes or No]</i>
39.	<p>If you have answered No to question 38, explain why there is no nominated competent person and how the bidding organisation allocates responsibility for Health & Safety advice and compliance.</p>
	<i>[Insert details - limit to 200 words]</i>

40.	If the bidding organisation intends to use subcontractor(s), is there a process in place to check whether all staff of any subcontractors receive appropriate induction and safety training before undertaking work?
	<i>[insert Yes or No or Not Applicable]</i> <i>[If No or Not Applicable provide an explanation]</i>
41.	If you have answered No or Not Applicable to question 40, explain why not.
	<i>[Insert details - limit to 200 words]</i>
42.	Confirm that the bidding organisation has a safeguarding policy and outline the procedures in place to ensure the protection of vulnerable individuals, including staff and visitors.
	<i>[insert Yes or No]</i>
43.	If you have answered No to question 42, explain why not and how the bidding organisation can demonstrate that vulnerable individuals would be safeguarded in the delivery of its proposals.
	<i>[Insert details - limit to 200 words]</i>

Depending on the nature of the proposals received, we may request further information from bidders about health & safety matters before making our decision about the outcome of this process.

5.6. Equal opportunities

- 5.6.1. Bidders must complete Table 6 in full, to enable us to assess bidders' track record on treating their employees fairly and equally.
- 5.6.2. To score a "Pass", bidders must have answered "No" to question 44. If bidders answer "Yes", in order to score a "Pass", they must provide an adequate explanation and/or mitigating factors which we consider as sufficient to self-clean the situation. Otherwise, the bidder will score a "Fail".

Table 6

44.	<p>In the last three years,</p> <ul style="list-style-type: none"> • has any finding of unlawful discrimination been made against the bidding organisation or any person of significant control of that organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK) or • has the bidding organisation or any person of significant control of that organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?
	<i>[insert Yes or No]</i>
	<p><i>If you have answered Yes to the question 44, provide further details, including the date of the findings, the circumstances that led to the outcome, and the reasons for the findings.</i></p> <p>If the relevant documentation is available electronically, provide: - the web address; issuing authority; precise reference of the documents.</p>
	<i>[insert details - limit to 200 words]</i>
45.	<p>If you have answered Yes to question 44 above, what measures have been put in place to ensure that the circumstances which led to conviction do not recur, and to demonstrate the trustworthiness and reliability of the bidding organisation despite the existence of the conviction.</p>
	<i>[insert details - limit to 200 words]</i>

5.7. Conflict of interest

- 5.7.1. Bidders are required to declare whether any actual, potential or perceived conflict of interests exist as part of their response to this RfP by completing Table 7 below. Further, bidders should notify us immediately should the information provided changes at any time during the course of the RfP process.
- 5.7.2. Bidders will score a “Pass” if they have answered No to each of questions 46, 47 and 48.
- 5.7.3. If a bidder answers Yes to any of those questions, we will consider whether there is any actual, potential or perceived conflict of interest, and will only score a

“Pass” if we are confident that the risks arising from any conflict can be appropriately managed.

5.7.4. In the event of any actual, potential or perceived conflict of interest, we will decide in our absolute discretion on the appropriate course of action. In particular, we may:

- (a) request further information from the relevant bidder and require them to take appropriate steps to mitigate a conflict of interest. Failure to do so may result in the bidder being excluded from participating in, or progressing as part of, this RfP process; or
- (b) exclude any bidder that fails to notify us of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists.

5.7.5. We strongly encourage bidders to contact us as soon as possible using the sell2wales portal should they have any concerns regarding actual, potential or perceived conflicts of interest.

Table 7

46.	Are you (if an individual) or any of the bidding organisation’s directors, partners, shareholders, owners, officers, employees, agents or associates (if an organisation) related or connected to any officer or employee of NRW?
	<i>[Insert Yes or No]</i>
47.	Are you a former employee of NRW or do you employ any former employees of NRW?
	<i>[Insert Yes or No]</i>
48.	Are there any other matters or circumstances which may give rise to a conflict of interest relating to your bid?
	<i>[Insert Yes or No]</i>
49.	If you have answered Yes any of questions 46, 47 or 48, provide further details and explain what steps you have taken to mitigate the potential conflict of interest.
	<i>[Insert details – limit to 200 words]</i>

5.8. Declarations

5.8.1. The person empowered to represent the bidder must sign and date below to confirm their agreement to the following declarations:

I declare that to the best of my knowledge the answers submitted, and the information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Bidder name (CAPITALS).....

Bidder Signature.....

Position in Organisation.....

Date.....

6. Evaluation Criteria and Business case

- 6.1. In addition to responding to the screening questions at section 5 above, bidders are also required to submit a business proposal, which will be assessed in accordance with this section 6.
- 6.2. Proposals should demonstrate to NRW how they will deliver long-term community, social, environmental, and economic benefits, in line with the goals of the Well-being of Future Generations (Wales) Act 2015. Figure 5 (below) illustrates the Wellbeing goals and Table 8 (below) describes how the Well-being goals feed through into our vision for the future of the Site.

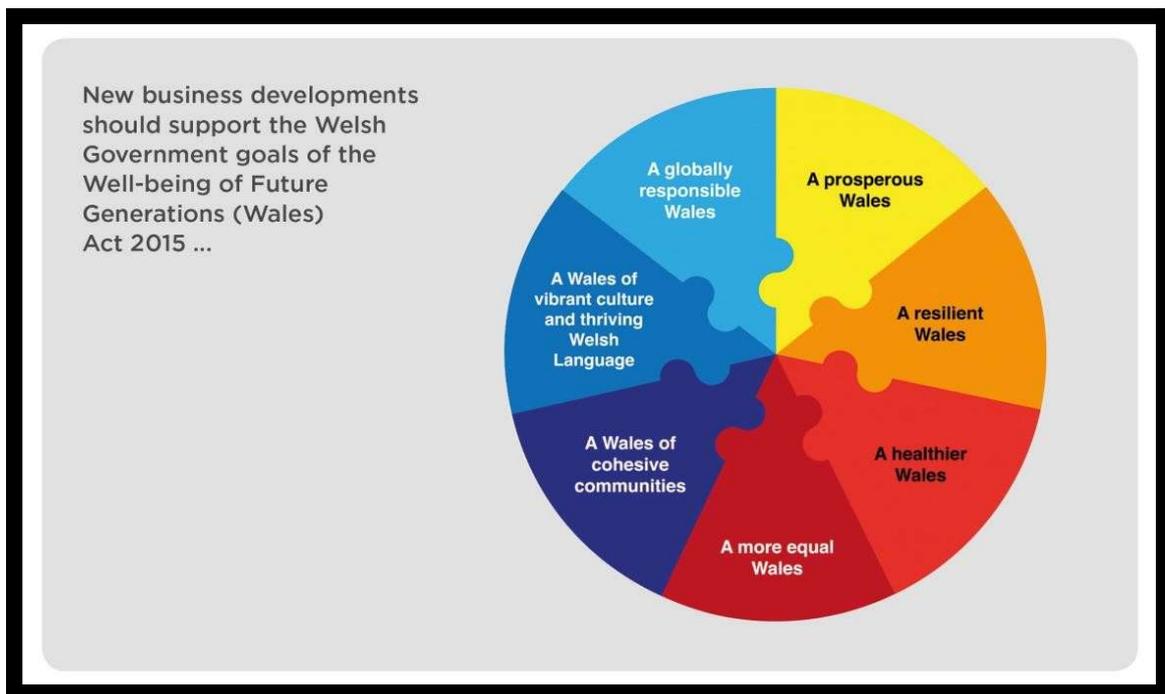


Figure 5 Goals of the Well-being Future Generations (Wales) Act 2015

Table 8 How development of Canolfan Tryweryn can deliver against Well-being goals

A prosperous Wales	We are seeking commercial proposals which generate economic benefit for Wales. This will be not only through payments to NRW for the use of the land, but also through job creation and economic activity on the site through its development and use.
A resilient Wales	We are seeking proposals which innovate and recognise the local environment and Gwynedd council's current Local Development Plan. We are looking for projects which demonstrate sustainable and long-term use of the environment, benefiting the local community, and enhancing well-being through responsible activities.

A healthier Wales	We are seeking proposals which not only maintain but enhance the current recreation opportunities on the site, as well as develop it as a compelling outdoor/adventure tourism destination for the region.
A more equal Wales	We are seeking proposals which create opportunities for people in this part of Wales, regardless of background and circumstances, to share in the economic opportunities of the development, through jobs and other benefits.
A Wales of cohesive communities	We are looking for proposals that blend the Site's historical and future context and how it can serve as both a local recreational hub and a regional tourist attraction
A Wales of vibrant culture and thriving Welsh Language	We are seeking proposals which protect and enhance the local culture, heritage, and language of the area.
A globally responsible Wales	We are seeking proposals which demonstrate a recognition of, and commitment to, addressing the climate and nature emergencies whilst providing a long-term sustainable use of the Site.

6.3. Selection Criteria Table

6.3.1. This section explains the criteria that NRW will apply to evaluate business proposals. Proposals will be assessed on all six evaluation areas set out in Table 9 below.

Table 9

	Evaluation criteria	Evaluation score weighting
6.3.3	Section 1 Industry Experience and Business Track Record	30%
6.3.4	Section 2 Project Proposal Business Plan, Operational Plan and Financial Offer and Projections	35%
6.3.5	Section 3 Innovation & Social Value	15%

6.3.6	Section 4 Environmental Protection and Enhancement	20%
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6.4. Scoring Matrix Explanatory Guide

6.4.1. The table below outlines how we will evaluate Proposals.

Table 10

Score = 0	Nil Response / Unacceptable	Either an unanswered response, or a response that is totally unacceptable or which completely fails to address the requirement being marked.
Score = 2	Poor	The requirement being marked is only addressed to a limited degree. Fails to demonstrate substantive understanding against the requirement. There are numerous and / or significant gaps in proposals and / or there is very little evidence or little credible evidence or other forms of assurance that the proposals would be capable of meeting the requirement.
Score = 4	Below Satisfactory	Response demonstrates that the bidder has a limited understanding of the requirement. There are a number of gaps, and limited other forms of assurance, in the proposals to meet the requirement. There remains more than a little doubt as to whether the proposal would be capable of meeting the requirement.
Score = 6	Satisfactory	Response demonstrates that the bidder understands the requirement and provides a credible, response to the requirement. There are gaps in the proposal, although non-major. There remains some doubt as to whether the proposal would be capable of meeting the requirement.
Score = 8	Good	Response demonstrates that the bidder understands the requirement thoroughly and that the requirement is likely to be delivered. There are only very limited gaps in the proposal to meet the requirement. The proposal is detailed and coherent and is supported by credible evidence and / or other forms of assurance.
Score = 10	Excellent	Response demonstrates that the bidder fully understands the requirement, has a comprehensive, coherent, and detailed proposal for delivering the requirement which is supported by compelling evidence and / or other forms of assurance. There are no gaps in the proposal to meet the requirement.

6.5. Bid

6.5.1. The bid must take into consideration the four key points outlined in Table 11 below. These are the areas the bid will be scored on, outlined in the matrix, Table 10 (above).

Table 11

<p>Section 1:</p>	<p>Industry Experience and Business Track Record</p> <p>Current Experience:</p> <ul style="list-style-type: none"> ○ Demonstrate your experience in delivering and managing assets of a similar nature of the existing or proposed provisions at the Site, in both scale, and value. ○ Provide specific examples of past projects, highlighting your role and the successful outcomes achieved. 	<p>30%</p>
<p>Section 2:</p>	<p>Proposal Business Plan</p> <ul style="list-style-type: none"> ○ Provide a comprehensive description of your proposed business plan. <p>Operational Plan:</p> <ul style="list-style-type: none"> ○ Outline your operational plan, detailing how you will manage the Site and its assets on a day-to-day basis. ○ Specify the proposed services and amenities that would be offered to users. <p>Financial Offer and Projections</p> <p>Detailed Financial Offer:</p> <ul style="list-style-type: none"> ○ Provide your financial offer based upon: <ol style="list-style-type: none"> 1. Lease term: [(number of years)] 2. Rental terms: <p style="margin-left: 20px;">an annual Minimum Rent of [£ (an amount)], payable quarterly in advance (reviewed every 5 years with Consumer Price Indexation).</p> 	<p>35%</p>

	<p>Plus</p> <p>[(a percentage) %] of Gross Turnover for all goods and services sold from the premises, payable annually in arrears.</p> <p>3. Rent Reviews on: [(anniversaries)] of the lease</p> <p>4. Mutual Break Clauses on: [(anniversaries)] of the lease</p> <p>Financial Projections and Rationale:</p> <ul style="list-style-type: none"> ○ Present detailed financial projections, including annual revenue forecasts and operating expenses, (to cover for example staff costs, maintenance costs, utilities, business rates and rent) to confirm that the offer put forward is a fair maintainable rent as demonstrated by a cashflow over a minimum of 5 years. ○ Provide a clear rationale for the figures projected, supported by market research. 	
<p>Section 3:</p>	<p>Innovation and Social Value</p> <p>Experience</p> <ul style="list-style-type: none"> ○ Provide a Case Study/Examples (max. 1500 words in total) which shows you have experience in delivering the following: ○ How the Welsh Language is integrated into your business. ○ Widening out opportunities for participation to increase inclusivity. Outline your commitment to inclusivity and accessibility, ensuring the site is welcoming to all users. ○ Demonstrate your ability to collaborate with diverse stakeholders, including community groups and/or third sector organizations (charities, schools, and the wider local community). <p>Vision for the Future (max. 1500 words)</p> <ul style="list-style-type: none"> ○ Demonstrate how your business model delivers under the Wellbeing of Future Generations Act, please refer to Table 9. ○ Describe how your development will generate social value and benefit the local community. ○ Community Integration - Demonstrate your understanding of the Site's importance to the local community and its existing user base, including those who visit daily for recreational purposes. 	<p>15%</p>

Section 4	<p>Environmental Protection and Enhancement</p> <ul style="list-style-type: none"> ○ Provide a Case Study/Examples (max. 1500 words) which shows you have experience in delivering environmental enhancement and protection, which could include the following: <ul style="list-style-type: none"> ○ Promoting the Countryside Code and any relevant industry codes of practice such as the Canoe Code. ○ Provision of an Environmental Policy. ○ Compliance with relevant legislation. ○ Waste Management Plan. <p>Vision for the future (max. 1500 words)</p> <ul style="list-style-type: none"> ○ As outlined in Section 2 of this RfP document, this is a highly protected site. Please outline in your proposal your sustainability strategy, including measures to minimise environmental impact, promote ecological responsibility and enhance the environmental value of the Site. 	20%

7. General terms and conditions

- 7.1. This section sets out the general terms and conditions relating to bidders' participation in this RfP process.

Application of these conditions

- 7.2. By participating in this RfP process, bidders are deemed to have accepted and agreed to be bound by the terms of this RfP. RfP responses must be submitted on the basis of, and strictly in accordance with, the requirements of this RfP.
- 7.3. It is the bidder's responsibility to ensure that its staff, consortium members, sub-contractors, and advisers abide by these terms and conditions and the requirements of this RfP, to the extent these terms are applicable to them.

Information provided to bidders

- 7.4. Information that is supplied to bidders as part of this RfP process is supplied in good faith, and supersedes any previous public or private statements made on behalf of NRW with regards the Site and any associated facilities. The information contained in this RfP and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue, but NRW will not accept any liability for its accuracy, adequacy or completeness, and no warranty is given in this regard. This exclusion does not apply in relation to any fraudulent misrepresentation made by or on behalf of NRW.
- 7.5. Bidders are responsible for analysing and reviewing all information provided to them as part of this process, for forming their own opinions, and for seeking advice as they consider appropriate. Bidders should notify NRW promptly of any perceived ambiguity, inconsistency or omission in this RfP or in any of its associated documents and/or in any information provided to bidders as part of this process.

Conflicts of Interest

- 7.6. Bidders are responsible for ensuring that no actual, potential or perceived conflicts of interest exist between themselves and NRW or its advisers. Bidders are required to declare whether any actual, potential or perceived conflict of interest exist as part of their responses to the screening questionnaire, and must notify NRW immediately should the information provided change at any time during the course of the RfP process. In the event of any actual, potential or perceived conflict of interest, NRW will, at its sole discretion, decide on the appropriate course of action, which may include the bidder being excluded from participating in, or progressing as part of, the RfP process.
- 7.7. NRW reserves the right to:
- 7.7.1. exclude any bidder that fails to notify NRW of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists;

7.7.2. request further information from any bidder and require any bidder to take reasonable steps to mitigate a conflict of interest. This may include requiring any bidder to enter into a specific conflict of interest agreement with NRW.

7.8. NRW strongly encourages bidders to contact NRW as soon as they have any concerns regarding actual, potential or perceived conflicts of interest

Confidentiality

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

7.10. Bidders must not permit or participate in any publicity regarding this RfP process or the future signing of any lease, unless NRW has given prior express written consent to the relevant communication.

7.11. NRW reserves the right to disclose all documents relating to this process, including without limitation a bidder's response, to any of its employees, third party agents, advisers or other third parties involved in the process or the evaluation of RfP responses in support of, or in collaboration with, NRW. By participating in the RfP process, bidders agree to such disclosure by NRW in accordance with the rights reserved under this paragraph.

Intellectual Property

7.12. Bidders are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by NRW or its advisers in this RfP process, in whatever format, belong to NRW, its advisers or the relevant owner/licensor. Bidders must not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of NRW. All documentation supplied by NRW in relation to this RfP must be returned or destroyed on demand, without any copies being retained by bidders.

Freedom of information

7.13. The Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) apply to NRW. Bidders should be aware of NRW's obligations and responsibilities under FOIA and EIR to disclose information it holds. Information provided by bidders in connection with this RfP process, or any lease or other agreements that may be signed following this RfP process, may therefore have to be disclosed by NRW as a result of its obligations.

7.14. In respect of any information submitted by a bidder that it considers to be commercially sensitive, the bidder should:

7.14.1. Clearly identify which information is considered commercially sensitive.

7.14.2. Explain the potential implications of disclosure of such information.

7.14.3. Provide an estimate of the period of time for which the bidder considers that such information will remain commercially sensitive.

7.15. NRW will endeavour to:

7.15.1. Hold confidential all information submitted by a bidder that it identifies as being commercially sensitive.

7.15.2. Consult with that bidder about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.

7.16. Bidders should note, however, that the final decision on any FOIA and EIR request rests with NRW, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption or exception provided for under the FOIA/EIR is applicable, NRW will be obliged to disclose that information in response to a request. Accordingly, NRW cannot guarantee that any information marked 'commercially sensitive' would not be disclosed.

Data protection

7.17. By participating in this RfP process, a bidder will be deemed to have authorised NRW to process all information provided as part of its RfP response and to have confirmed that it has obtained all necessary consents to enable NRW to do so. NRW's privacy notice is available on the NRW website at: <https://naturalresources.wales/footer-links/privacy-notice?lang=en>

Right to cancel or vary the RfP process

7.18. At any time prior to the deadline for submitting proposals, NRW may amend this RfP and any documents that form part of this RfP. Any such amendment will be communicated to all bidders and, if appropriate to ensure bidders have a reasonable time in which to take such amendments into account, the RfP timetable may, at NRW's discretion, be extended.

7.19. Bidders' proposals must comply with any amendment made in accordance with paragraph 7.18, otherwise the bid may be rejected.

7.20. The facts that NRW has issued this RfP, entered into negotiations or clarification communications with any bidders, or had any other form of communication with any bidders, will not bind NRW in any way to enter into any lease or other arrangements with any bidder.

7.21. NRW reserves the right at any time:

7.21.1. to abandon, terminate, suspend, amend or vary this RfP process, or to waive any of its requirements, or to choose not to enter into any particular agreement.

- 7.21.2.to issue amendments, modifications or additional information to any documentation which forms part of this RfP process.
 - 7.21.3.to require a bidder to clarify their proposal in writing or to provide additional information – failure by a bidder to respond adequately may result in their proposal being rejected.
 - 7.21.4.to alter the timetable for this process.
 - 7.21.5.to rewind and re-run any part of this process.
 - 7.21.6.to amend this process as described in this document, including the number of stages and the number of bidders to be selected at any stage.
- 7.22. Bidders will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this RfP process. In particular, NRW is not liable for any costs or expenditure resulting from any cancellation or amendment of this RfP process.

Disqualification

- 7.23. NRW will be entitled at any time, at its sole discretion, to reject any submissions or disqualify a bidder from this RfP process in any of the following circumstances:
- 7.23.1.If the bidder’s submissions contain any caveats or any other statements or assumptions qualifying the RfP response that are not capable of evaluation in accordance with the evaluation criteria, or which seek to qualify NRW’s requirements in any way;
 - 7.23.2.If the bidder’s submissions are not submitted in a manner consistent with the provisions set out in this RfP, including after any relevant deadlines;
 - 7.23.3.If the bidder fails to comply in any respect with the requirements of this RfP;
 - 7.23.4.If any information provided by the bidder (or, in the case of a consortium bid, by any of its consortium members), whether in its proposal submissions or otherwise, is incomplete, inaccurate or misleading in any respect or ceases to be correct;
 - 7.23.5.If the bidder’s (or in the case of a consortium bid, any member of the consortium’s) financial or technical circumstances materially deteriorate from those detailed in the bidder’s submitted response;
 - 7.23.6.If any other circumstances set out in this RfP, or in any supporting documents, entitling NRW to disqualify that bidder or reject its response arise;
 - 7.23.7.If the bidder or any related persons within its corporate group, associated persons relied on, or any proposed sub-contractors, are listed in the Cabinet Office debarment list for the purposes of the Procurement Act 2023;
 - 7.23.8.If the bidder or any related persons within its corporate group, associated persons relied on, or proposed sub-contractors, are excluded or excludable suppliers for

the purposes of the Procurement Act 2023. If the bidder is an excluded or excludable supplier only by virtue of an associated person or proposed sub-contractor, NRW may notify the bidder of its intention to disregard its tender response and provide the bidder with reasonable opportunity to replace the associated person or sub-contractor.

7.23.9. If the bidder, any member of the consortium (where relevant) or any of their respective employees, officers, agents or advisers attempt:

- (a) to inappropriately influence this RfP process;
- (b) to collude with any person (excluding, in the case of a consortium bid, collusion between the members of the consortium in relation to the terms of the consortium's own RfP response) in relation to or in connection with that bidder's or any other bidder's response;
- (c) to enter into an arrangement with any other party such that that party shall refrain from submitting a RfP response;
- (d) to enter into any arrangement with any other party (other than another party that forms part of the bidder's consortium or is the bidder's proposed sub-contractor) as to the prices submitted;
- (e) to collude in any other way that breaches applicable competition laws;
- (f) to engage in direct or indirect bribery or canvassing by the bidder or its appointed advisers in relation to this RfP process; or
- (g) to obtain information from another bidder, another bidder's consortium members or sub-contractor, or from any of NRW's employees, agents or advisors of concerning this RfP process (other than as permitted by this RfP), the other bidders or the terms of another bidder's RfP response.

7.24. By participating in this RfP process the bidder accepts that NRW will have no liability to a disqualified bidder in the circumstances set out in paragraph 7.23.

Information provided by bidders and modification of proposal responses

7.25. Bidders' submissions should not be more than the stated page, word or character count advised for any given question.

7.26. Photographs or other images containing words as an attempt to circumvent a limit will not be evaluated. Responses requiring an attachment must be submitted in a searchable PDF format. Any information submitted outside of these requirements, or which exceeds the page, word or character count for the question, may not be evaluated.

7.27. Bidders must notify NRW immediately if they become aware, at any time during this RfP process, that any information they have provided in connection with this process is incomplete, inaccurate or misleading in any respect or has ceased to be correct. NRW reserves the right to exclude a bidder from this process if its circumstances change to the extent that it ceases to meet the criteria set out in this RfP.

- 7.28. Bidders may submit a revised proposal response provided they do so prior to the relevant response deadline.
- 7.29. Any revised RfP response will replace any earlier submitted response in its entirety, and so the revised response must be a completely new RfP response, accompanied by all supporting documents, in accordance with the instructions provided.

Consortiums and sub-contracting

- 7.30. Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the prime bidder or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of the proposal.
- 7.31. If requested to do so by NRW, a bidder will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to deliver the proposal. Acceptance of this request will be considered a mandatory requirement, and failure to accept the same may result in the bidder's exclusion from the RfP process.
- 7.32. In the event that the successful bidder is not required to enter into a legal arrangement with other members of a consortium or with any other parties which are relied on, the prime bidder is required to take the lead role and enter into the lease and any associated agreements with NRW on behalf of itself and the other members of the consortium.
- 7.33. NRW recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Bidders are required to notify NRW of any change in their proposed consortium or sub-contracting arrangements as soon as practicable. NRW may require further information from a bidder in respect of such changes, to enable it to be evaluated in accordance with the RfP criteria. Such re-evaluation will be for the purpose of ensuring that the bidder still satisfies the RfP screening requirements. The re-evaluation may take account of any financial and performance guarantees or other security offered by the bidder in respect of the company, group or consortium members. Should the outcome of the re-evaluation or the financial and performance guarantees or other security offered prove unacceptable, the bidder may be disqualified from further participation in this RfP process in NRW's sole discretion. If a bidder's proposal is from an entity or entities unrelated to the bidder, it may be rejected.
- 7.34. It is the bidder's responsibility to ensure that all consortium members, proposed suppliers and sub-contractors are fully aware of all the technical, commercial and legal requirements relating to this RfP and the proposed lease or associated agreements.

Bidder Withdrawal

- 7.35. Bidders may withdraw from this RfP process at any time before the final proposal submission deadline by providing written notification to NRW.

Warranties from bidders to NRW

- 7.36. By participating in this RfP process, a bidder warrants, represents and undertakes to NRW that:
- 7.36.1. It understands and has complied with the conditions set out in this document;
 - 7.36.2. All information and representations it provides in response to this RfP, including its proposals, are complete and accurate in all material respects;
 - 7.36.3. It has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to this RfP and that its submitted response does not rely on any information, representation or assumption which may have been made by or on behalf of NRW (with the exception of any information which is expressly warranted by NRW).
 - 7.36.4. The use of, or reliance by NRW on, any information provided by the bidder in connection with this RfP process will not infringe the rights of any person; and
 - 7.36.5. The bidder has full power and authority, and all necessary permissions and authorisations, to participate in this RfP process and, if successful, to enter into and perform its obligations under the proposed lease.
- 7.37. NRW will be entitled to rely on any and all statements and representations made by a bidder in connection with this RfP process, including any in the bidder's proposal or made in any clarification response the bidder may provide.
- 7.38. A bidder's final submissions must remain open for acceptance by NRW for a period of 150 days from the Final Proposal deadline. Any proposal which does not comply with this requirement may be rejected.
- 7.39. Bidders should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
- 7.39.1. NRW may exclude the bidder from participating in this RfP process;
 - 7.39.2. NRW may rescind any resulting lease or other agreement under the Misrepresentation Act 1967 and may sue the bidder for damages; or
 - 7.39.3. If fraud or fraudulent intent can be proved, the bidder may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).

RfP costs

- 7.40. Bidders are responsible for obtaining all information necessary for the preparation of their RfP response and for all costs and expenses incurred in preparation of their RfP response.

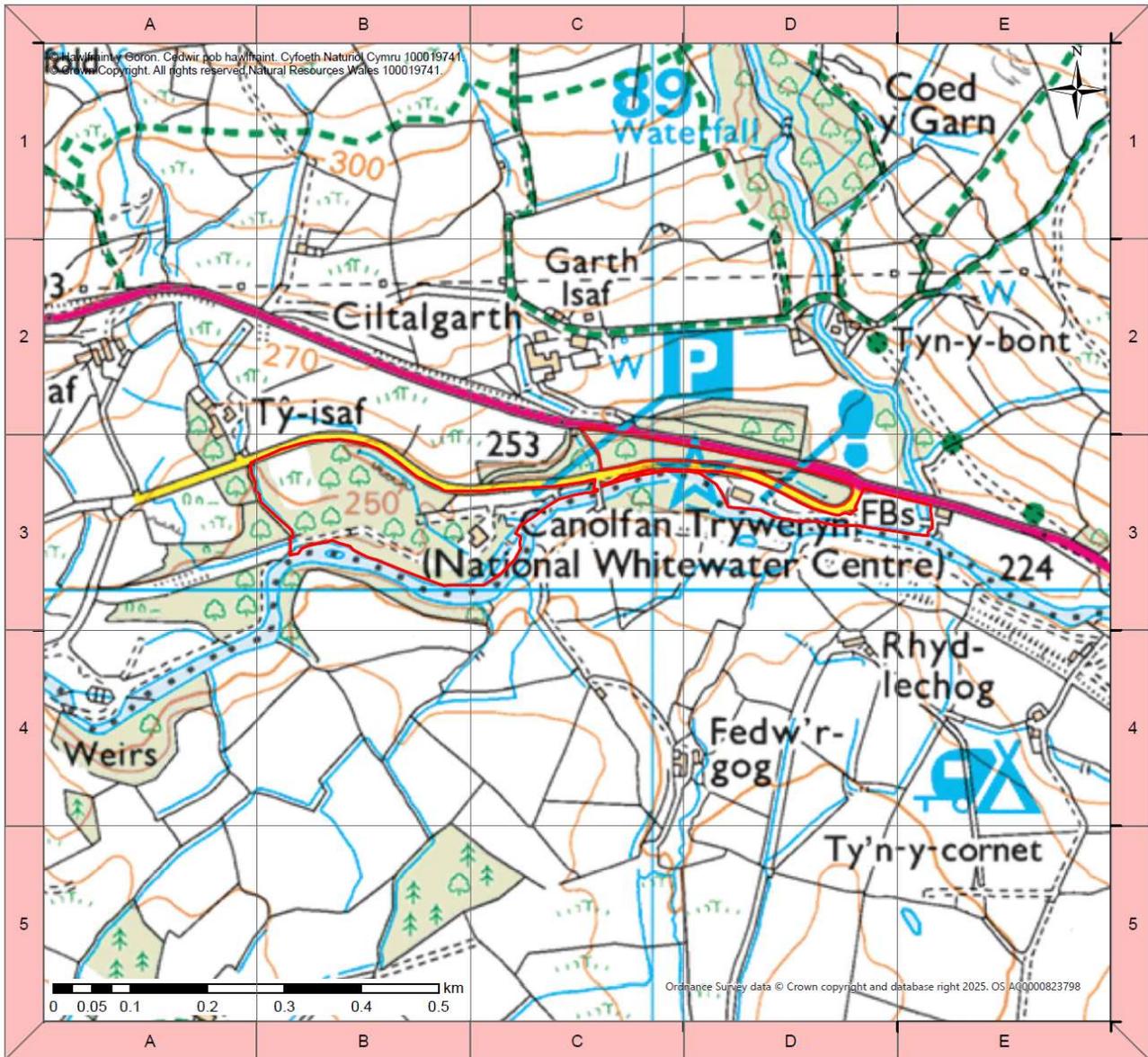
7.41. By participating in this RfP process, bidders accept that they will not be entitled to claim from NRW any costs, expenses or liabilities that they may incur in engaging with this RfP process, irrespective of whether or not their RfP response is successful.

Governing law

7.42. This RfP is governed by the laws of England and Wales (as applied in Wales) and, by participating in this RfP process, bidders agree to submit to the exclusive jurisdiction of the courts of England and Wales in connection with any dispute, including any non-contractual dispute, arising in connection with this process.

8. Appendix 1

Boundary Map (Boundary of the site shown in red)



9. Appendix 2

Plans of Buildings/Facilities and Names



Number	Building Name
1	The Gym/Chapel Falls building
2	Cabin
3	Main Centre/Reception/Café
4	Café Storage
5	Kayak Shop
6	Covered Bin Storage
7	Kayak Shop Storage
8	Guide Changing Shed



Number	Building Name
9	Berwyn Building (International Start Building)
10	Coaching Building/Arenig Room/Raft Storage
11	Shipping Containers
12	Aran Room/Wet Classroom/WRT Building
13	Graveyard Building

10. Appendix 3 - Heads of Terms

Please note that those sections highlighted in red are non-negotiable terms.

Heads of Terms

Subject to Contract and Without Prejudice

These Heads of Terms set out the proposed basis upon which the Landlord intends to grant a lease to the Tenant in respect of the property described below. These terms are not intended to be legally binding, save where expressly stated.

1. Parties

Landlord: [Insert Landlord's full name and address]

Tenant: [Insert Tenant's full name and address]

Property	The property comprises the site and buildings and other infrastructure as shown outlined on Plan 1 , to be annexed to the formal lease.
Parent Company Guarantee	A Parent Company Guarantee will be required.
Term	Minimum term of 30 years, with the Tenant having a right to renew the lease for a further 10 years subject to agreement of terms and satisfactory performance.
Rent	Rental terms: an annual Minimum Rent of [£ (<i>an amount</i>)], payable quarterly in advance (reviewed every 5 years with Consumer Price Indexation). Plus [(<i>a percentage</i>) %] of Gross Turnover for all goods and services sold from the premises, payable annually in arrears.
Rent Review	Rent Reviews on: [(<i>anniversaries</i>)] of the lease
Repair and Insurance	The lease will be on a Full Repairing and Insuring (FRI) basis. The Tenant shall be fully responsible for all maintenance, repairs (structural and otherwise), and insurance of the property during the Term.

Planning	The Tenant shall be responsible for obtaining all necessary planning permissions , consents, and licences required for their proposed use and operation of the site.
Utilities	The Tenant shall be solely responsible for all utility charges and services supplied to or used at the property, including but not limited to water, electricity, gas, telecommunications, and waste disposal.
Insurance	The Tenant shall be required to maintain appropriate insurance policies, including but not limited to public liability of £10,000,000, employer's liability, and buildings insurance (if not covered by the Landlord), with the Landlord's interest noted on the policy where applicable.
Break Clause	Mutual Break Clauses on: [(<i>anniversaries</i>)] of the lease
Security of Tenure	The lease shall be contracted out of the security of tenure provisions of the Landlord and Tenant Act 1954, i.e. the Tenant shall have no statutory right to renew the lease upon expiry.
Legal Costs	Each party shall be responsible for its own legal costs.
Yielding Up	At the end of the term (or earlier termination, if applicable), the Tenant shall yield up the property in good repair and condition, to the standard required under the FRI obligations of the lease.
Alienation and Assignment	Not assignable.

Conditions Precedent

This agreement is **subject to contract** and formal approval by each party's legal representatives.

Signed:

Landlord

Date: ___ / ___ / _____

Tenant

Date: ___ / ___ / _____