



**PROCUREMENT OF PEST CONTROL SERVICES**

**Reference Number: PRO 023**

Invitation to Tender (ITT)

Guidance and Instructions – Schedule 1

# 1 Introduction

## 1.1 Interpretation

"Assessment Methodology"	means how Tender Responses will be assessed by reference to the Award Criteria.
"Authorised Representative"	means the Economic Operator's principal point of contact.
"Award Criteria"	means the award criteria contained in Schedule 2.
"Client"	means Cadarn Housing Group: (Cadwyn Housing Association Limited & Newydd Housing Association (1974) Limited.)
"Contract"	means the contract for the Goods/Services/Works issued with this Invitation to Tender and contained in Schedule 5.
"Discretionary Exclusion Grounds "	the grounds for excluding an Economic Operator as set out in Schedule 7 of the Regulations and set out in Schedule 4b together with the grounds for rejection set out in Schedule 4b.
"Economic Operator"	means the bidding organisation participating in the Procurement Process.
"Form of Tender"	means the document contained in the Response Schedule (Schedule 4b) which is completed by the Economic Operator and returned with its Tender Response.
"Cadarn"	means Cadarn Housing Group Limited, a Registered Society under the Co-operative and Community Benefit Societies Act 2014, registration number 21180R, whose registered office is at 5 Village Way, Tongwynlais, Cardiff, CF15 7NE, being the parent body of which Cadwyn and Newydd are wholly owned subsidiaries.
"Cadwyn"	means Cadwyn Housing Association Limited.
"Newydd"	means Newydd Housing Association (1974) Limited.
"Invitation to Tender" or "ITT"	means the suite of documents comprising Schedules 1-8.
"Mandatory Exclusion Grounds "	the grounds for excluding an Economic Operator as set out in Schedule 6 of the Regulations and set out in Schedule 4b together with the grounds for rejection set out in Schedule 4b.
"Parent Company"	has the meaning given to that term in section 1159 of the

	Companies Act 2006 (as amended).
"Sell2Wales Postbox"	means the secure online submission facility operated by Sell2Wales to enable Cadarn Housing Group to receive responses from suppliers electronically.
"Preferred Economic Operator"	means the Economic Operator who is successful following evaluation in accordance with the Award Criteria.
"Procurement Process"	means the procedure followed by Cadarn Housing Group to award the Contract.
"Project Group"	means Cadarn Housing Group's staff, consultants and advisors assigned to represent Cadarn Housing Group in the Procurement Process.
"Response Schedule"	means Schedules 4a and 4b and must be completed by an Economic Operator for the Economic Operator to be considered for the award of the Contract in the Procurement Process.
"Regulations"	means the Procurement Act 2023, The Procurement Regulations 2024 and The Procurement (Wales) Regulations 2024.
"Return Date"	means the deadline for Tender Responses specified by the Client.
"Services"	means the Services to be provided under the Contract.
"Tender Response"	means a Response Schedule submitted by an Economic Operator during the Procurement Process using the Response Schedule.
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in England and Wales.

## 1.2 List of documents/attachment included in the ITT

The following documents are attached to this Invitation to Tender (ITT) and should be used in responding to this procurement:

Schedule 1: Invitation To Tender (This document)

Schedule 2: Assessment Methodology

Schedule 3: Specification and Scope of Services

Schedule 4b: Response Template

Schedule 4a: Pricing Response

Schedule 5: Draft Measured Term Contract

Schedule 6: ITT Checklist

Schedule 7: Contractor Code of Conduct

Schedule 8: Data Processing Agreement

## 2 Background Information

### 2.1 Background to Cadarn Housing Group, Newydd Housing Association and Cadwyn Housing Association

Cadarn Housing Group is a not-for-profit housing group operating across South and Mid Wales, with a focus on providing high-quality, affordable homes and supporting sustainable communities. The Group brings together registered social landlords and associated services to enable a coordinated and consistent approach to housing management, asset stewardship, and customer service.

Newydd Housing Association (1974) Limited (“Newydd”) and Cadwyn Housing Association Limited (“Cadwyn”) are charitable registered social landlords and wholly owned subsidiaries of Cadarn Housing Group. Both organisations retain their individual identities and operational responsibilities while benefiting from shared governance and strategic alignment under the Cadarn Group.

#### Newydd Housing Association (1974) Limited

Newydd is a charitable housing association registered under the Co-operative and Community Benefit Societies Act 2014 with charitable rules. Newydd owns and manages approximately 3,000 homes across South and Mid Wales, providing affordable rented housing and low-cost home ownership to people with the greatest housing need. Newydd also undertakes wider community regeneration activity and works closely with local authorities and partner organisations.

#### Cadwyn Housing Association Limited

Cadwyn is a community-based charitable housing association, also registered under the Co-operative and Community Benefit Societies Act 2014 with charitable rules. Cadwyn owns and manages approximately 2,000 homes, principally within Cardiff and the surrounding areas, including general needs housing, supported accommodation, temporary accommodation, and hostel provision for vulnerable individuals and families. Cadwyn also operates social lettings and temporary accommodation schemes supporting homelessness prevention and housing access.

As of 1 November 2024, Cadwyn Housing Association formally joined Cadarn Housing Group, becoming a sister organisation to Newydd Housing Association. This procurement is being undertaken on behalf of both Newydd and Cadwyn, with the intention of appointing contractor(s) capable of delivering consistent, compliant pest control services across the combined housing portfolios.

### 2.2 Background to the Contract and Scope

#### 2.2.1 Overview

This procurement process seeks to appoint suitably qualified pest control service providers to deliver reactive pest control services across the housing stock managed by Newydd Housing Association and Cadwyn Housing Association, operating under the Cadarn Housing Group.

Both associations manage a diverse portfolio of housing across South Wales and Mid Wales, including general needs housing, supported and sheltered accommodation, and communal residential blocks. The contract is intended to provide a consistent, responsive service that supports tenant wellbeing, protects housing assets, and ensures compliance with statutory landlord obligations.

### 2.2.2 *Nature of Services Required*

The primary purpose of this contract is the delivery of reactive pest control services, including:

- Attendance to reported pest infestations within agreed response times
- Identification of pest species and extent of infestation
- Application of appropriate treatment measures
- Provision of clear, written reporting to support operational decisions and, where applicable, tenant recharges

Routine or cyclical pest control does not form part of the core contract scope except where specifically defined within the Pricing Schedule (Schedule 4a), including limited planned / preventative services. Any additional planned services outside of those defined items may only be instructed separately at the Client's discretion.

### 2.2.3 *Enabling and Follow-On Works*

To support first-time resolution and reduce repeat visits, the successful Economic Operator will also be required to undertake minor enabling or making-good works where these are directly identified during pest control attendances.

These works are intended to address simple and immediate contributing factors to pest ingress or activity and may include, for example:

- Sealing small holes or gaps
- Renewing or fitting basic vents, grilles, or drain covers
- Installing simple mesh or barriers to prevent re-entry

Such works must be:

- Directly related to the pest issue identified
- Capable of being completed within a single visit
- Not reliant on specialist trades, significant enabling works, or structural repair

Where more complex remedial works are identified (e.g. drainage defects, structural repairs, asbestos-related issues), these must be clearly reported to the client for separate instruction via the appropriate maintenance route.

Further detail on enabling works, including limitations and exclusions, is set out within **Schedule 3 – Specification and Scope of Services**.

For the avoidance of doubt, enabling works are evaluated items as set out in Schedule 4a (Section F). They are sub-weighted at 5% of the cost evaluation score and rates are fixed for the contract duration. Enabling works shall only be undertaken where completed within the same attendance as the pest control visit.

### 2.2.4 *Property Types and Geographic Coverage*

Services under this contract will apply to a range of property types, including:

- General needs dwellings (houses and flats)
- Communal areas within blocks (e.g. bin stores, stairwells)
- Supported or sheltered housing
- Communal gardens and external grounds
- Void properties (by exception and request)

Most activity is anticipated to be within the South Wales region, including areas such as Cardiff, the Vale of Glamorgan, Rhondda Cynon Taf, Caerphilly, and Neath Port Talbot. However, the contract will also include Mid Wales (including Newtown / Powys) as part of the service requirement.

Economic Operators must submit separate unit rates for South Wales and Mid Wales for all items within the Pricing Schedule.

For evaluation purposes, indicative quantities will be applied and geographic weighting used to reflect anticipated service distribution between regions.

### **2.2.5 Responsibility and Recharge Context**

Each association operates clear internal procedures defining when pest control is the responsibility of the landlord versus the contract holder. In summary, landlord responsibility typically applies where:

- Issues affect communal areas
- Infestations impact multiple dwellings
- The cause is linked to building fabric or structural defects
- A contract holder is unable or unwilling to resolve the issue and wider impacts arise

Where pest activity is clearly attributable to a specific contract holder, costs may be recharged in accordance with the relevant Recharge Policy. The Contractor's reporting will be critical in evidencing such decisions.

### **2.2.6 Sustainability and Collaboration**

Cadarn Housing Group is committed to procurement that delivers sustainable, proportionate, and value-for-money outcomes, in line with the Well-being of Future Generations (Wales) Act 2015 and internal sustainable procurement principles.

The successful Economic Operator will be expected to work collaboratively with both associations to:

- Reduce repeat infestations
- Improve long-term outcomes for tenants
- Support preventative approaches where appropriate

### **2.2.7 Specification and Performance Management**

The full Specification and Scope of Services for this contract are provided in Schedule 3.

Contract performance will be monitored through Key Performance Indicators (KPIs) relating to response times, reporting quality, professionalism, and service delivery standards. These are detailed within Schedule 3 and the Contract documentation.

### 3 Procurement Process and Timetable

#### 3.1 Process overview

Newydd Housing Association and Cadwyn Housing Association, operating under the Cadarn Housing Group, are carrying out this procurement in their capacity as Contracting Authorities, using a single-stage, below-threshold procurement procedure in accordance with the Procurement Act 2023 and associated Welsh regulations.

This procurement is being undertaken as a single contract opportunity and is not divided into Lots. While the services required cover a range of pest types and property settings, the Contracting Authorities consider that appointing a single Economic Operator will:

- Promote consistency of service delivery across South and Mid Wales
- Support effective contract management and performance monitoring
- Enable a coordinated approach to reporting, root cause analysis, and tenant engagement
- Deliver better overall value for money through a unified service model

This approach has been considered in the context of the Procurement Act 2023 duty to remove or reduce barriers to SME participation. The Contracting Authorities consider that a single-lot structure remains proportionate for this requirement and does not unduly restrict SME involvement, noting that the opportunity is being openly advertised and is suitable for regional and specialist providers.

The procurement will follow a single-stage, five-step process to identify the Preferred Economic Operator. Economic Operators must successfully pass each stage in sequence to progress.

#### 3.2 Procurement Stages

The procurement process will comprise the following stages:

##### Stage 1 – Preliminary Compliance Check

An initial check of each submission will be undertaken to confirm that:

- All required documents have been submitted
- The tender has been received in full and by the stated deadline
- There are no obvious administrative or eligibility errors

Submissions that are incomplete or non-compliant at this stage may be rejected.

##### Stage 2 – Pass/Fail Evaluation of the Procurement Specific Questionnaire (PSQ)

Economic Operators must complete the Procurement Specific Questionnaire (PSQ) in full. This includes assessment of:

- Mandatory exclusion grounds
- Discretionary exclusion grounds
- Economic and financial standing
- Technical and professional ability
- Insurance and policy compliance

Failure to meet any mandatory exclusion criteria will result in disqualification. The Contracting Authorities reserve the right to seek clarification where permitted under the Procurement Act 2023.

### Stage 3 – Quality Evaluation

Economic Operators that pass Stage 2 will have their quality submissions evaluated using the Quality Response Template (Schedule 4b) and the Award Criteria set out in the Assessment Methodology (Schedule 2).

The quality evaluation will be based on the following questions and weightings:

Question	Topic	Weighting
Q1	Service Delivery Approach	30%
Q2	Diagnosis and Reporting	25%
Q3	Health & Safety, Competency and Risk Management	15%
Q4a	Tenant Engagement & Communication	7%
Q4b	Tenant-Facing Communication Materials	3%
Q5	Social Value & Community Benefits	10%
Q6	Environmental Management & Sustainability	10%

A minimum overall quality threshold score of 60% will apply. Any submission scoring below this threshold will not progress to cost evaluation.

### Stage 4 – Cost Evaluation

Price submissions will be evaluated using the Pricing Schedule (Schedule 4a).

For evaluation purposes:

- Sections A–F will form the evaluated price.
- Sections A–E (Core Reactive and Planned Services) carry 95% of the cost evaluation score.
- Section F (Minor Enabling Works) carries 5% of the cost evaluation score.
- Separate South Wales and Mid Wales unit rates are required for all items in Sections A–F.
- Indicative annual quantities will be applied.
- Geographic weighting (85% South Wales / 15% Mid Wales) will be applied to all rate submissions across Sections A–F before the sub-weighting between sections is applied.

Section G (Optional / Added-Value Services) must be completed with unit rates but is not included within the tender price evaluation. No minimum or guaranteed volume is provided for Section G.

Cost scores will be calculated using a relative price evaluation method based on the Total Evaluated Tender Price derived from Sections A–F using the sub-weighting methodology described above.

### Stage 5 – Preferred Economic Operator and Contract Award

The Preferred Economic Operator will be identified based on the Most Advantageous Tender (MAT), representing the best balance of quality and cost in accordance with the published evaluation methodology.

Prior to award, the Contracting Authorities reserve the right to:

- Seek clarification of any aspect of a submission
- Undertake due diligence checks
- Validate submissions through interview or presentation if considered necessary

Subject to satisfactory completion of these steps and any applicable voluntary standstill period, the contract will be awarded and mobilisation commenced.

### 3.3 Procurement Timetable

An indicative timetable for the procurement process is set out below. Dates up to the tender submission deadline are fixed unless formally amended. All subsequent dates are indicative and may be subject to change.

Milestone	Target Date
Issue Below Threshold Tender Notice and ITT	19/03/2026
Deadline for Receipt of Clarification Questions	02/04/2026
Deadline for Receipt of Tenders	17/04/2026
Completion of Evaluation	01/05/2026
Issue of Assessment Summaries / Start of Voluntary Standstill	06/05/2026
End of Voluntary Standstill Period	15/05/2026
Confirm Contract Award and Arrange Signature	19/05/2026
Contract Start Date	01/06/2026

### 3.4 General Provisions

Economic Operators must comply with the instructions set out in this ITT. Failure to do so may result in rejection of the tender.

Newydd Housing Association and Cadwyn Housing Association reserve the right to:

- Amend the procurement timetable
- Discontinue the procurement process where justified
- Terminate discussions with any or all Economic Operators
- Decide not to award a contract where no suitable tender is received

No liability shall be incurred by the Contracting Authorities because of exercising these rights.

## 4 Instructions for Completing the Tender Response

### 4.1 General Instructions

All responses to this Invitation to Tender (ITT) must be submitted in accordance with the Sell2Wales Postbox Buyer Guide (see Enclosure 1) by the deadline for responses stated in Section 3 of this ITT.

Economic Operators are responsible for ensuring that their Tender Response is complete, accurate, and submitted in full by the specified deadline. Late submissions will not be accepted under any circumstances.

This ITT is made up of the following Schedules, which together form the tender pack. Economic Operators must familiarise themselves with all Schedules before preparing their response:

Schedule	Title	Purpose	Action Required by Economic Operator
<b>Schedule 1 (this Schedule)</b>	Guidance and Instructions	Explains the procurement process, timetable, and submission requirements	Read for guidance and note submission deadlines
<b>Schedule 2</b>	Assessment Methodology	Sets out how submissions will be evaluated	Read and understand the evaluation approach
<b>Schedule 3</b>	Specification and Scope of Services	Describes the services required under the contract	Read carefully and tailor responses accordingly
<b>Schedule 4b</b>	Quality Response Template	Contains the quality questions (Q1–Q6) and supplier declarations	Complete and upload as part of your tender submission
<b>Schedule 4a</b>	Pricing Schedule	Spreadsheet capturing pricing for all service categories	Complete and upload separately from quality response
<b>Schedule 5</b>	Contract — JCT Measured Term Contract 2024	Contract conditions governing the appointment	Review carefully before submitting
<b>Schedule 6</b>	ITT Checklist	Submission checklist to confirm all required documents have been completed and returned	Complete prior to submission for your own reference
<b>Schedule 7</b>	Contractor Code of Conduct	Sets out the behavioural and professional standards required of the Contractor and its operatives	Read and confirm compliance as part of tender submission
<b>Schedule 8</b>	Data Processing Agreement	Sets out data protection obligations in relation to tenant personal data	Read and review prior to submission. To be completed and executed by the successful Economic Operator following contract award

## 4.2 Tender Submission Requirements

To submit a compliant Tender Response, Economic Operators must complete and return all of the following:

- A fully completed Quality Response (Schedule 4b).
- A fully completed Pricing Schedule (Schedule 4a).
- A signed Form of Tender.

- A signed Certificate of Non-Collusion.
- A signed Certificate of Non-Canvassing.

Failure to complete or return any required documentation, or failure to submit documents in the correct format or location, may result in the Tender Response being deemed non-compliant and excluded from further evaluation.

Submissions must be made via the Sell2Wales Postbox under Section 2 of the Response Manager tool.

## **TENDERS MUST BE SUBMITTED NO LATER THAN:**

**17/04/2026 12:00 noon**

Tender Responses must be submitted via the Sell2Wales Postbox, using the Response Manager tool. Economic Operators are strongly advised to allow sufficient time to upload documents and confirm successful submission before the deadline.

When completing the Tender Response:

- If a question does not apply, Economic Operators should state “N/A”.
- If an answer is not known at the time of submission, Economic Operators should state “N/K”.
- Responses must not exceed the stated page limits and must comply with formatting instructions where provided.

### **4.3 Submissions**

The documents and information relating to this Procurement Process and the Services required have been prepared by the Contracting Authority in good faith. However, they do not purport to be comprehensive or to have been independently verified.

Economic Operators must satisfy themselves as to the accuracy and completeness of the information provided and must carry out their own due diligence. Nothing in this ITT shall constitute a representation, warranty, or contractual commitment, nor shall it be construed as creating any obligation on the part of the Contracting Authority until a formal contract is executed.

All submissions, including attachments, must be delivered via the Sell2Wales Postbox by the stated closing date and time. Tender Responses that are incomplete, submitted late, submitted in the wrong format, or not prepared in accordance with these instructions may be rejected.

Tender Responses must be completed strictly in accordance with the formats set out in Schedule 4a and Schedule 4b. Cross-referencing between responses is not permitted unless explicitly stated.

### **4.4 Queries and Requests for Clarification**

If an Economic Operator is unclear about any aspect of this ITT, it is their responsibility to seek clarification through the Sell2Wales messaging function, which is the primary and preferred method for submitting clarification requests. This ensures a full audit trail and that all Economic Operators receive the same information.

In the event of a technical difficulty with the Sell2Wales platform, clarification requests may be submitted by email to [newyddmaintenance@newydd.co.uk](mailto:newyddmaintenance@newydd.co.uk) as an alternative route only.

All requests for clarification must be submitted by the deadline stated in Section 3.2 of this ITT. Requests received after this deadline will not be answered.

Responses to clarification questions may be circulated to all Economic Operators where the Contracting Authority considers the information to be relevant to all parties. Such communications will be anonymised.

The Contracting Authority will aim to respond to clarification questions within two (2) Working Days, but does not guarantee to do so and reserves the right not to respond to questions it considers inappropriate or irrelevant.

Economic Operators must not approach the Contracting Authority, its officers, employees, or advisers directly or indirectly regarding this Procurement Process other than through the formal clarification route. Any such approach may result in exclusion from the Procurement Process.

Should it be necessary to amend the ITT documents, Economic Operators who have expressed an interest in the opportunity will be notified via Sell2Wales. Where amendments require changes to submitted responses, Economic Operators must remove and resubmit their Tender Response accordingly.

## **5 Contract Award and Signature**

Economic Operators will be notified in writing of the outcome of this competition. Notifications will be sent to the contact details associated with the Economic Operator's Sell2Wales account for this call for tender. Economic Operators are responsible for ensuring that all contact details relevant to this competition are accurate and up to date.

Following the identification of the Preferred Economic Operator, Newydd and Cadwyn Housing Associations (operating under the Cadarn Group) shall inform all Economic Operators of the outcome of the Procurement Process through the issue of Assessment Summaries, setting out the evaluation results.

Where applicable, a voluntary standstill period will be observed prior to contract award. Details of any standstill period will be confirmed at the time Assessment Summaries are issued.

Newydd and Cadwyn Housing Associations reserve the right to carry out further due diligence checks in relation to the Preferred Economic Operator. This may include, but is not limited to, a credit check undertaken through an external credit reference agency. The purpose of this check is to provide assurance that the Preferred Economic Operator is financially capable of delivering the Services on an ongoing basis in accordance with the requirements of the Contract.

Newydd and Cadwyn Housing Associations reserve the right to eliminate an Economic Operator from the Procurement Process where any findings arising from due diligence checks identify a material risk or concern that cannot be reasonably addressed prior to award. Economic Operators are therefore encouraged to ensure that their financial standing is appropriately managed prior to submitting a Tender Response.

The Contract will not be awarded until Newydd and Cadwyn Housing Associations are satisfied that all due diligence checks have been satisfactorily completed.

The Preferred Economic Operator will be required to take all steps necessary to agree and execute the Contract, in the form set out at Schedule 5, within fourteen (14) Working Days of the conclusion of the Procurement Process, unless otherwise agreed.

Until the Contract has been formally executed by all relevant parties, the Preferred Economic Operator's Tender Response shall constitute a binding offer. Acceptance of that offer shall not occur until the Contract has been duly executed on behalf of Newydd and Cadwyn Housing Associations and the Preferred Economic Operator.

## 6 Administrative and Further Information

### 6.1 General

By submitting a Tender Response, each Economic Operator and Authorised Representative warrants that, save as disclosed in writing to the Client with the Tender Response, any information supplied by it is true and that it has not made any material misrepresentation in providing any of the information required in relation to the above.

Economic Operators must comply and ensure that their Tender Responses comply with the provisions set out in this ITT. If any waiver or variation of these provisions is made in writing by Newydd Housing Association and Cadwyn Housing Association (together, the “Client”), this will be binding. Any such waiver or variation will be notified to the Authorised Representative of the Economic Operators. Otherwise, no agent or any other servant or representative of the Client has authority to vary or waive any of these provisions on behalf of the Client. Any Tender Response which fails to comply with the provisions of this ITT and any amendments and/or supplementary information issued subsequent to it, may be disqualified.

### 6.2 Disclaimers

Whilst all information has been prepared or compiled in good faith, it does not purport to be comprehensive or to have been independently verified. Neither the Client nor any of its advisers accept any liability or responsibility for its accuracy, adequacy or completeness or make any representation or warranty, express or implied, with respect to the Confidential Information. Any liability, therefore, is expressly disclaimed. The only warranties and representations that may be made by the Client are those included in the contract.

Any party to whom the call for tender is made available must make its own independent assessment of the contract after making such investigations and taking such professional advice as it deems necessary to determine its interest in the contract.

### 6.3 Freedom of Information

Please be aware that the Client may be subject to statutory obligations to disclose information (including under the Freedom of Information Act 2000 (FOIA), where applicable), and/or may be required to disclose information in response to lawful requests.

The Client’s policy is to comply with any such legal obligations. Accordingly, in making a submission, each Economic Operator acknowledges and accepts that information contained within its Tender Response may be disclosed where required by law.

Where an Economic Operator considers that any part of its Tender Response is commercially sensitive (for example, trade secrets and/or information that could prejudice commercial interests), it should:

- clearly mark the relevant information as “Commercially Sensitive”; and
- provide a brief explanation as to why it considers an exemption applies; and
- (where possible) provide a redacted version suitable for disclosure.

The Client will consider any representations made by the Economic Operator but cannot guarantee that information will not be disclosed where disclosure is required.

### 6.4 Disqualification of Economic Operators

Any Economic Operator acting in contravention of the provisions of this ITT may, at the discretion of the Client, be disqualified (without prejudice to any other civil or legal remedies available to the Client and without prejudice to any criminal liability which such conduct by an Economic Operator may attract).

For the avoidance of doubt, disqualified Economic Operators will be excluded from any further participation in the Procurement Process and in no circumstances will the Client (or its advisers) be liable for any costs or expenses incurred by the disqualified Economic Operator and/or its partners, Economic Operators, subcontractors and funders as a result, directly or indirectly, of such disqualification.

For the avoidance of any doubt, the Client reserves the right to reject or disqualify an Economic Operator where:

- a Tender Response is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Client's requirements which have been notified to Economic Operators.
- the Economic Operator is guilty of material misrepresentation in relation to its Tender Response and/or the Procurement Process and/or in relation to any information required by the Procurement Process.
- the Economic Operator contravenes any of the terms and conditions of this ITT.
- there is a change in identity, control, financial standing or other factors impacting the selection and/or evaluation process affecting the Economic Operator; or
- the Economic Operator canvasses support for its Tender Response.

The disqualification of an Economic Operator will not prejudice any other civil remedy available to the Client and will not prejudice any criminal liability that such action leading to disqualification would be incurred on the part of the Economic Operator.

## 6.5 Consortia and Sub-contracting

If the Economic Operator completing its Tender Response is doing so as part of a proposed Consortium, the following information must be provided:

- names of all Members.
- the lead Member of the Consortium who will be contractually responsible for delivery of the Contract (if a separate legal entity is not being created); and
- if the Consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

Where it is proposed to create a separate legal entity, such as a special purpose vehicle, the Tender Response should provide details of the actual or proposed percentage shareholding of the constituent Members within the legal entity in a separate Appendix.

All Members of the Consortium will be required to provide the information required in all sections of the ITT as part of a single composite response.

A single Consortium constitutes a single Economic Operator for the purposes of this ITT. A Consortium must not submit more than one Tender Response. If a single Consortium attempts to submit more than one Tender Response (for example, by identifying a different Member that will be acting as the lead Economic Operator for the purposes of the Tender Response) then the Client may, in its discretion, disregard all or any of the Tender Responses submitted by that Consortium.

The Client recognises that arrangements in relation to a Consortium bid may be subject to future change. The Economic Operator should, therefore, respond based on the arrangements currently envisaged. The Economic Operator must immediately notify the Client of any change to the identity of the Members or composition of the Consortium at any stage during the Procurement Process, so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Client may, in its discretion, exclude any Economic Operator from the Procurement Process where the membership or

composition of the Consortium has changed following the Economic Operator's submission of its Tender Response.

To the extent it is necessary for the satisfactory performance of the Contract, the Client reserves the right to require a successful Consortium to form a single legal entity and/or require that a single Member takes primary liability or that each Member undertakes joint and several liability irrespective of the legal form adopted.

Where the Economic Operator proposes to use one or more sub-contractors to deliver some or all of the Contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

The Client recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Economic Operators should be aware that where information provided in a Tender Response indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting requirements may affect the evaluation of the Procurement Process or the Economic Operator's ability to provide the Services. Where any Economic Operator specifies the composition of its subcontractor and supply chain membership as part of its Tender Response, should there be any future proposed change in relation to the composition of the subcontractor and supply chain membership and/or areas of responsibility, the Supplier must notify the Client as soon as possible. The Client reserves the right to deselect the Economic Operator prior to any award of contract, based on an assessment of the updated information.

## 6.6 Canvassing and Contacts

Direct or indirect canvassing by any Economic Operator or its appointed advisors in relation to this Procurement Process or any attempt to obtain information from any of the employees or agents of the Client or its appointed advisors concerning another Economic Operator or any Tender Responses submitted by another Economic Operator, may result in disqualification at the discretion of the Client.

Economic Operators and their proposed partners, subcontractors or funders shall not in connection with the Procurement Process:

- offer any inducement, fee or reward to any officer or employee of the Client or any person acting as an adviser to the Client in connection with the Procurement Process; or
- do anything which would constitute a breach of the Bribery Act 2010; or
- canvass any of the persons referred to above in connection with the Procurement Process; or
- except as expressly authorised by the Client and subject to the provisions of this ITT, question any officer or employee or agent of the Client about any aspect of the Procurement Process.

Except as expressly provided elsewhere in this ITT, no attempt should be made to contact the Client by telephone, nor to contact the Client or its advisers as part of the Procurement Process. Any enquiries made to persons other than the Client Project Group will be regarded as prima facie evidence of canvassing.

## 6.7 Eligibility and Non-Collusion

Economic Operators are reminded of the eligibility requirements that apply to the Procurement Process at all times. Any change in the eligibility of Economic Operators must be notified immediately to the Client in writing and may result in such Economic Operator being disqualified from any further participation in the Procurement Process.

Any attempt by any Economic Operator or its appointed advisors to influence the Procurement Process in any way will result in the relevant Economic Operator being disqualified, specifically but without limitation, Economic Operators shall not directly or indirectly at any time:

- amend the content of any Tender Response in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, Economic Operator, sub-contractor or funder;
- solicit or obtain from any person information about the content of any Tender Response(s) submitted by another Economic Operator;
- enter into any agreement or arrangement with any other person as to the form or content of any Tender Response(s) submitted by another Economic Operator or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any such Tender Response(s);
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding such a person from submitting a Tender Response or Tender Responses; or
- exchange information with any other person (including other Economic Operators) on or publish any information with regard to a Tender Response or any Economic Operator's Tender Response strategy, other than in good faith with a proposed partner, Economic Operator, sub-contractor or funder.

In particular (but without prejudice to the generality of the foregoing) if the Economic Operator, or any member of the Tender Response team makes a misrepresentation in any part of its dealings with, or responses to, such Economic Operator may be disqualified.

Economic Operators must not disclose to or discuss any aspect of this ITT or their Tender Responses with any other Economic Operators. Those who do may be disqualified.

## 6.8 Confidentiality

This ITT document is intended for the exclusive use of the Economic Operator and is provided on the express understanding that this ITT document and the information contained in it, or in connection with it, will be regarded and treated as strictly confidential. This document may not be reproduced in whole or in part nor furnished to any person other than the Economic Operator save for the purposes of:

- taking legal advice in connection with completing a Tender Response; and/or
- obtaining information from a proposed partner, Economic Operator or funders where necessary for and relevant to the Economic Operator's Tender Response, provided that in each case, Economic Operators obtain from such parties prior to such disclosure, confidentiality undertakings of at least equivalent strength to this.

The Client may disclose detailed information relating to Tender Responses to its members, officers, employees, agents or advisors and may make the key Tender Response documents available for private inspection by such persons.

The Client also reserves the right to disseminate information that is materially relevant to all Economic Operators, even if the information has only been requested by one Economic Operator, subject to the duty to protect any Economic Operator's commercial confidence in its Tender Response. Should Economic Operators wish to avoid such disclosure, the request must be clearly marked "In confidence – not to be circulated to other Economic Operators" and the Economic Operator must set out the reason or reasons for the request for non-disclosure to other Economic Operators.

## **6.9 Conflicts of Interests**

Economic Operators are reminded of their obligation to disclose actual, potential and perceived conflicts of interest as set out in Section A of Schedule 4b (as applicable).

Economic Operators are responsible for ensuring that no conflicts of interest exist between themselves and their appointed advisors and the Client and its appointed advisors. An Economic Operator who fails to comply with this requirement may have its Tender Response disqualified at the discretion of the Client.

The Client requires that all actual or potential conflicts of interest are resolved to its satisfaction prior to submission of a Tender Response.

If any actual, potential or perceived conflict of interest comes to an Economic Operator's attention following the submission of a Tender Response, that Economic Operator should immediately notify the Client.

Where proposed partners or funders participate in more than one Tender Response, Economic Operators will be required to take steps to ensure that all Tender Responses are prepared independently and that no confidential information relating to the relevant Tender Responses is passed, whether directly or indirectly, via such third parties, between Economic Operators.

## **6.10 Changes to the Economic Operator**

Economic Operators are subject to an on-going obligation to notify the Client of any material changes in their financial or other circumstances during this process. This includes, but is not limited to, changes to the identity of proposed partners, sub-contractors or funders and the ownership or financial or other circumstances thereof and solvency of the Economic Operator which occur after a Tender Response is submitted. The Client should be notified of any such material change as soon as it becomes apparent.

Failure to notify the Client of any material changes or to comply with any of these provisions may lead to an Economic Operator being disqualified.

The Client reserves the right to refuse to allow any such change notified under this paragraph and to disqualify any Economic Operator from further participation in the Procurement Process if such a change is made. In exercising its discretion to either refuse or allow such a change, the Client may consider whether such change is material to the delivery of the Requirement.

## **6.11 Verification of Information Provided**

Whilst reserving the right to request information at any time throughout the Procurement Process, the Client may permit Economic Operators to self-certify under Section A of the Response Schedule. The Client will obtain evidence that self-certifications were legitimate after the final tender evaluation decision (i.e. from the winning Economic Operator only).

## **6.12 Economic Operator's Advisers**

Economic Operators will be responsible for obtaining all information and independent advice that they consider necessary for the preparation of their respective Tender Responses. Economic Operators must make their own independent assessment of the Procurement Process after making such investigation and taking such professional advice as they deem necessary.

## **6.13 Availability of Information to Economic Operators**

Any information additional to this Procurement Process which the Client deems necessary for an Economic Operator to be issued with will be sent to each Operator's Authorised Representative via the Sell2Wales Postbox. It is the Economic Operator's responsibility to notify the Client of any change to the Authorised Representative's name or other contact details.

#### 6.14 Contract Period

This Contract will operate on a measured term basis and there is no guaranteed volume of work.

The contract is for an initial term of **two (2) years**, and the Client reserves the right to extend this term (at its sole discretion) by a further **one (1) year**, subject to satisfactory performance and the provisions of the Contract.

There is no commitment by the Client to award any minimum value or volume of work over the contract period.

#### 6.15 Terms and Conditions

The Terms and Conditions associated with this contract can be found in Schedule 5. By submitting a response, Economic Operators are confirming acceptance of the Terms and Conditions as issued. The Client does not intend to enter post-tender negotiation of contract terms and variations/amendments will not be accepted.

Economic Operators should note that this contract will be executed as a deed in accordance with the provisions set out in Schedule 5. Execution will be by two authorised signatories in accordance with the Contracting Authorities' registered rules and scheme of delegation.

The Preferred Economic Operator will be required to enter the contract as soon as practicable following notification of intent to award.

#### 6.16 Compliance with Legislation

Economic Operators are required to comply with all current and future laws (including legislation, regulations, orders, byelaws and common law) relating to the services covered in this call for tender and health and safety and environmental compliance. Economic Operators' prices shall be deemed to allow for this. Bidders should ensure that any materials they intend to supply or practices they intend to follow are, where there is a safety requirement, compliant with the latest legislation and acceptable standards.

#### 6.17 Abnormally Low Tenders

Tenders will be reviewed to see if any appear to be abnormally low in cost. Should the Client consider a tender abnormally low in price or value, and wish to reject the tender on such grounds, it will first seek clarification, explanation and/or evidence from the Economic Operator to justify the tender. The Economic Operator may also be asked to evidence that they are not engaged in modern slavery (via a declaration). Where the Economic Operator is unable to prove, within a sufficient time limit, such justification for the low price/value, the Client reserves the right to reject the tender.

The Client reserves the right to review and seek clarification on any submitted rates, including non-scored items, where such rates appear abnormally high or low relative to market norms.