



Temporary Recruitment Contract

Invitation to Tender

Volume 1 – Instructions to Tenderers

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SUMMARY

The words and expressions used in this Invitation to Tender (**ITT**) shall have the meanings set out in Clause A3 in Part A (Definitions) of Volume 3 (Contract) unless otherwise defined herein.

CWM Environmental Ltd invites tenders for the provision of the Services in accordance with the terms of this ITT. The ITT is divided into 3 volumes:

Volume 1 sets out the instructions for submitting a tender, including information relating to responses required as set out in the Sell2Wales (<https://www.sell2wales.gov.wales/>) e-tendering portal.

Volume 2 sets out the Specification for the services.

Volume 3 contains the Contract to be entered into between CWM Environmental Ltd and the successful Tenderer.

THE STANDING ORDERS OF CWM ENVIRONMENTAL LTD REQUIRE ALL TENDERS TO BE SUBMITTED IN ACCORDANCE WITH THE TERMS OF THIS ITT.

INSTRUCTIONS FOR TENDERING

1 INTRODUCTION

- 1.1 In pursuance of CWM Environmental Ltd.'s obligations, CWM Environmental Ltd intends, through a competitive tender, to award the supply of Temporary Recruitment Services. The Contractor will supply Workers to the appointed "Sites" (as detailed in the specification) in accordance with the Regulatory Authority and Legislation governing agency workers, to perform tasks as deemed appropriate by the Contractor under the Contractor's contract, for a period of 36 months. This contract may be extended for 6 months, then on a 3-monthly basis thereafter, for no more than 2 extension periods (another 12 months). For the avoidance of doubt, the absolute total contract period will be for no more than 48 months.
- 1.2 The following information gives instructions on how tenders are to be presented and the timescales for submission. Failure to comply with these instructions may, at CWM Environmental Ltd.'s discretion, result in any tender being withdrawn from the evaluation process.
- 1.3 Every tender received by CWM Environmental Ltd shall be deemed to have been made subject to the terms of this ITT. Save for any clarifications, or except where the CWM Environmental Ltd, at its sole discretion, considers certain terms to be inconsistent or redundant, the Authority does not intend to negotiate material terms. Any Tender submitted which seeks to vary or alter the proposed Contract terms may be deemed **non-compliant**, and the Tenderer may be excluded from further participation in the tender process.
- 1.4 CWM Environmental Ltd does not warrant that it or any other Customer will place any particular order. CWM Environmental Ltd does not bind itself to accept the lowest or any tender. CWM Environmental Ltd shall not be liable for any loss or expense incurred by any Tenderer as a result of its decision not to award the Contract to any Tenderer.

2 COMPLIANT TENDER

- 2.1 To submit a compliant Tenderer, participants are required to fully respond to the mandatory self-declaration questions, pricing and quality questions contained in the response documents on <https://www.sell2wales.gov.wales/> under this ITT, where participants must demonstrate they are capable of delivering the goods or services from the Commencement Date and for the Term of the Contract.
- 2.2 NB: If any of the mandatory grounds for exclusion become applicable after data has been submitted for a contract, you must inform CWM Environmental Ltd. Failure to do so may cause any contract awarded to be terminated
- 2.3 Tenderers must submit pricing on the basis that no transfer fees or similar charges will be payable where Workers are engaged directly by the Authority after twelve (12) weeks.
- 2.4 Any Tender which is conditional upon, or assumes the recovery of, transfer fees beyond this period may be deemed non-compliant and rejected.
- 2.5 The Authority reserves the right to investigate and challenge any pricing model which appears to recover costs through non-transparent mechanisms, including but not limited to assumptions relating to worker transfer or engagement fees.
- 2.6 Where such assumptions are identified, the Tender may be clarified, adjusted or rejected in accordance with the Procurement Act 2023 principles of transparency and equal treatment.

3 INSTRUCTIONS FOR CONSORTIA BIDS

3.1 Submissions are welcome from consortia. In the case of a consortium Tender, the members of the consortium must nominate a lead body which will either enter into the Contract on behalf of the consortium (if using the Lead Body Model) or else provide details of the special purpose vehicle and confirmation that it will be incorporated as a legal entity and become party to the contract on behalf of the consortium.

3.2 In the 'Lead Body model', there would be no requirement to establish a legal company if the Lead Body were an existing legal company.

A 'Joint Working Agreement' supported by individual accounts, etc., would meet this requirement where a 'Lead Body model' approach is being taken.

For a 'Special Purpose Vehicle' approach, a separate legal entity would need to be established as an incorporated company due to the liability of contract. The company's formation could be subject to a contract. This would require a clear explanation of how the 'Special Purpose Vehicle' will be constituted during the procurement process.

3.3 Tenderers should note that the legal obligations and liabilities of any proposed consortium must be borne by an entity or entities which satisfy the financial and economic requirements referred to in this tender (having regard, where appropriate, to any parent or ultimate holding company which will provide a guarantee or guarantees for that purpose) and shall be assessed by CWM Environmental Ltd at their sole discretion.

3.4 It is the responsibility of the proposed consortium's lead organisation to compile a consolidated response to this tender on behalf of each member of the proposed consortium. Questions have been designed to allow a consolidated response; where this is not possible, information should be provided in respect of the proposed consortium's lead organisation. Relevant information should also be provided on the proposed consortium members, who will play a significant role in delivering the Contract.

3.5 CWM Environmental Ltd recognises that arrangements in relation to proposed consortia may be subject to future change. Tenderers should therefore respond with reference to the arrangements currently envisaged. However, Tenderers should note that CWM Environmental Ltd will not be required to enter the contract with a consortium that is differently constituted from the one that bid. CWM Environmental Ltd must approve any membership changes to the constituted consortium post-award. The reasoning for the proposed changes must be clear.

3.6 Potential consortia are directed to the Joint Bidding Guide, produced jointly by the Welsh Government, the Wales Cooperative Centre and the Wales Council for Voluntary Action. The guide contains practical tools for organisations considering submitting consortium bids and for buying organisations.

Please see <https://gov.wales/joint-bidding-public-contracts-guidance-consortia> to download the guide.

The Wales Cooperative Centre is currently providing support to help contractors establish consortia to bid for public-sector contracts. The centre's website www.walescooperative.org/ provides contact details.

4 TENDER DOCUMENTS TO BE SUBMITTED AS PART OF THE SUBMISSION

4.1 Qualification Envelope

- 4.1.1 You are required to complete all the questions within the qualification questionnaire on the Sell2Wales eTenderWales portal.
- 4.1.2 Please note this section/envelope will be marked on a pass/fail basis; any tenderer that fails any part of the qualification will be excluded from the rest of the process, as detailed in the guidance on the Sell2Wales eTenderWales portal.

4.2 Technical Envelope

- 4.2.1 You are required to respond to every question in the Technical Questionnaire on the Sell2Wales eTenderWales portal. The document in which you should submit your responses is available for download from the Technical Envelope on the Sell2Wales eTenderWales portal.
- 4.2.2 Please note that the questions have been weighted according to their importance. Therefore, please ensure that your response considers this.

4.3 Commercial Envelope

- 4.3.1 You are required to complete the Commercial Envelope on the Sell2Wales eTenderWales portal. Please include all values in Pounds Sterling and exclusive of VAT.
- 4.3.2 This procurement is divided into Lots. Each Lot will be awarded as a separate contractual arrangement. Bidders may submit for one or more Lots.
- 4.3.3 You are required to submit a total of one Price Per Lot (1-2 Lots, depending on how many Lots the Tender is applying for).
- 4.3.4 The Tenderer's charge rate per hour for each lot must include all prices relating to the legal and margin charges in that Lot. Any price/cost not included in the hourly rate will not be considered and, if successful, will not be paid under this contract.
- 4.3.5 No additional charges shall be payable in respect of the transfer or direct engagement of Workers following twelve (12) weeks' engagement.
- 4.3.6 Tenderers must not include contingent pricing, deferred cost recovery, or disguised fee mechanisms linked to worker transfer.
- 4.3.7 Overtime rates will not affect the normal rate charged.
- 4.3.8 The Authority confirms:
 - 4.3.8.1 TUPE applies only where legally required
 - 4.3.8.2 Transfer fee waivers apply only to the re-procurement of the same Lot
 - 4.3.8.3 Cross-Lot movement of workers is not permitted without consent

4.4 Certificate of Canvassing

- 4.4.1 Any Tenderer who directly or indirectly canvasses any member or official of CWM Environmental Ltd or any member of staff concerning the award of the tender will be disqualified. Refer to Appendix 2 and Appendix 5 – Document Checklist. Document templates are available for download in the relevant envelope on the Sell2Wales eTenderWales portal.

4.5 Certificate of Non-Collusive Tenders

4.5.1 Any Tenderer who:

- 4.5.1.1 Fixes or adjusts the amount of its tender or rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.
 - 4.5.1.2 Communicates to any person other than the Authorised Officer the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the tender);
 - 4.5.1.3 Enters into any agreement or arrangement with any other person that it shall refrain from bidding or as to the amount of any bid to be submitted.
 - 4.5.1.4 Offers or agrees to pay or gives or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender relating to the Contract any act or omission, will (without prejudice to any other civil remedies available to CWM Environmental Ltd and without prejudice to any criminal liability which such conduct may attract) be disqualified.
- 4.5.2 Tenderers are required to duly sign a copy of the Certificate of Non-Collusive Tenders as set out in Appendix 3 and on the Sell2Wales eTenderWales portal.

4.6 Confidentiality Document

- 4.6.1 Tenderers are required to duly note and sign a copy of the Important Notices Document as set out in Appendix 1 and Appendix 5 – Document Checklist. Document templates are available for download in the relevant envelope on the Sell2Wales eTenderWales portal.

4.7 Tender Certificate

- 4.7.1 Tenderers must complete the Tender Certificate set out in Appendix 4 and Appendix 5 – Document Checklist. Document templates are available for downloading in the relevant envelope on the Sell2Wales eTenderWales portal.

4.8 Insurance Declaration

- 4.8.1 Tenderers must complete the Insurance Declaration in the Self Declaration Certificate as instructed and set out in Appendix 5 – Document Checklist and Appendix 6. Document templates are available for downloading in the relevant envelope on the Sell2Wales eTenderWales portal.

4.9 Conflicts of Interest

- 4.9.1 CWM Environmental Ltd requires that all actual or potential conflicts of interest be declared to CWM Environmental Ltd and resolved to its satisfaction before the evaluation of Tenders.
- 4.9.2 In the event of a conflict (or potential conflict) arising at any time during the procurement process, the affected Tenderer must report the occurrence of an actual or potential conflict and the means for resolving it to CWM Environmental Ltd as soon as reasonably practicable. CWM Environmental Ltd will require that all actual or potential conflicts be resolved to its satisfaction.
- 4.9.3 Without limitation, such a conflict of interest may be perceived by CWM Environmental Ltd to arise in circumstances where:
- 4.9.4 An organisation (or its advisors or any person employed or engaged by it) is potentially providing services for more than one prospective Tenderer in respect of the procurement: or

- 4.9.5 An organisation employs or engages or has employed or engaged any person currently or formerly employed or engaged by or otherwise connected with CWM Environmental Ltd.
- 4.9.6 Failure to declare any actual or potential conflict and/or failure to resolve such conflict to the reasonable satisfaction of CWM Environmental Ltd may result in a Tenderer being excluded from this procurement.
- 4.9.7 Tenderers must complete the Conflict-of-Interest Declaration as set out in Appendix 2 and Appendix 5 – Document Checklist. Document templates are available for download in the relevant envelope on the Sell2Wales eTenderWales portal.

5 REQUESTS FOR CLARIFICATION

- 5.1 If you have any questions or require any clarifications, these must be communicated electronically via the messages tab on the Sell2Wales Portal. This will provide you and us with an audit trail of all communication and clarifications.
- 5.2 Other than the procurement officer responsible for this project, no employee or member of CWM Environmental Ltd has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
- 5.3 If a Tenderer wishes to obtain further information or clarification before submitting their Tender, the Lead Officer shall endeavour to answer written enquiries which must be received no later than 12 noon 4 working days before the final date for the return of the completed Tender (please see Tender Timetable Section 8). Please note that any question and answer that results in the provision of additional information by CWM Environmental Ltd will be distributed anonymously to all Tenderers.
- 5.4 CWM Environmental Ltd reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 5.5 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 5.6 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated in the Timetable Section 8.
- 5.7 The final date for submission of clarifications is set out in the Timetable Section 8.
- 5.8 Tenderers should note that any error or failure in the Tenderer's IT is the responsibility of the Tenderer, and CWM Environmental Ltd cannot be held responsible for any failure to submit Tenders due to an error or failure in the IT system of the Tenderer.
- 5.9 Important – Please note if the Buyer makes any changes to the settings and/or questions of a live/running tender, this will invalidate any responses already submitted, and suppliers MUST re-publish their response.
- 5.10 If the buyer makes changes to a live/running tender, you will receive a message prompt informing you of this change and the action you must take to resubmit. In such situations, it is the Tenderers' responsibility to resubmit their tender before the tender submission deadline.
- 5.11 If Tenderers believe that they are unable to submit a Tender through the electronic system or

require assistance or further information to be able to use the e-tendering process, they must contact the Sell2Wales helpdesk on 0800 222 9004 or go to <https://www.sell2wales.gov.wales/helpandresources/suppliers> no later than 7 working days before the closing date for the Tender to enable any technical queries to be investigated and resolved.

6 SITE VISITS AND INTERVIEWS

- 6.1** Where relevant, CWM Environmental Ltd reserves the right to visit the Site(s) where the named services covered by this tender are being delivered. Such site visits shall take place before Contract Award. CWM Environmental Ltd shall liaise with Tenderers via the e-tendering system to pre-arrange any site visits.
- 6.2** Where relevant, CWM Environmental Ltd reserves the right to conduct interviews as part of the evaluation process and will outline this process in the ITT document, which may form part of the scoring and evaluation process. If relevant, information will also be included in the Timetable for Section 8. If relevant, CWM Environmental Ltd shall liaise with Tenderers via the e-tendering system to pre-arrange interviews post submission.

7 TENDER CERTIFICATE/SUBMISSIONS

7.1 Electronic Tendering (e-Tender)

7.2 Requests for invitations to tender should be transmitted by electronic means using the Sell2Wales e-Tender portal. This will ensure that:

7.2.1 The Sell2Wales e-Tender portal will only be available for the submission of tenders up to the stated deadline time and date. The date and time of each Tender received within the Sell2Wales e-Tender portal will be recorded electronically.

7.2.2 e-Tenders submitted are kept secure in the portal, which is not opened until the deadline has passed for receipt of Tenders or Quotations.

7.3 Any tender which is received after the date and time appointed for receipt of tenders shall not be considered but shall be retained unopened on the portal until after a tender has been accepted. Any such tender may be opened and considered: -

7.3.1 if no other tender has been received, or

7.3.2 where no other tender is acceptable, provided it has been received before other tenders have been opened.

7.4 Opening of Tenders: All tenders submitted in pursuance of these Contract Procedure Rules shall be opened only after the expiration of the time limit for their delivery.

7.5 CWM Environmental Ltd is utilising the electronic tendering tool on Sell2Wales to manage this procurement and communicate with Tenderers. Accordingly, no hard-copy documents will be issued to Tenderers, and all communications with CWM Environmental Ltd will be conducted electronically.

7.6 Tenderers should access the Sell2Wales e-tendering Portal and sign in using the username and password provided at registration.

7.7 All queries, questions and requests for information regarding this tender should be made in writing via the Sell2Wales Portal.

7.8 If you decide you do not wish to tender, you must advise CWM Environmental Ltd immediately and outline the reasons for withdrawing.

7.9 After the closing date for receipt of tenders, CWM Environmental Ltd expects only to make contact with Tenderers for the following purposes:

7.9.1 To arrange and conduct interviews,

7.9.2 To clarify information contained in the tender submissions,

7.9.3 To clarify anything relating to insurance, bonds and guarantees,

7.9.4 To inform Tenderers of the award decision,

7.9.5 To agree on the commencement date.

7.10 Monetary values must be given in pounds sterling.

8 CLOSING DATE FOR SUBMISSION & TIMETABLE

STAGE	DATE(S)
Advertising of requirement on Sell2Wales	Friday, 17 th April 2026
Tender query deadline	Friday, 14:00, 22 nd May 2026
Deadline for tender submission	Friday, 14:00, 29 th May 2026
Evaluation of tender	W/C, Monday 1 st June 2026
Notification of the evaluation and start of the Standstill Period	Friday, 5 th June 2026
Expected date of award of Contract(s)	Friday, 19 th June 2026
Contract commencement	W/C, 29 th June 2026

8.1 This timetable is indicative only. CWM Environmental Ltd may, in its absolute discretion, change or extend the closing date for the return of tenders and time specified above. Any extension granted will apply to all Tenderers.

8.2 All tenders must remain valid and capable of acceptance for at least 90 days from the closing date for the return of tenders.

9 CONTRACT AWARD CRITERIA

9.1 CWM Environmental Ltd will evaluate the tenders on a Most Advantageous Tender (MAT) basis. The price-to-quality split is 70/30.

9.2 Price

9.2.1 The Tender offering the lowest price will score the Maximum Weighted Percentage for this section (i.e. 70%), with all other tenders weighted accordingly and achieving a comparative percentage to the top-scoring tender

The following example is illustrative only of the methodology to be used. It does not reflect actual scoring or submissions.

Evaluation of the costs submitted will be as per the following formula:

$$\text{Tendered Score} = \frac{(\text{lowest tendered price}) \times \text{Times (\% available (70\%))}}{\text{Divided by Tendered Price}}$$

For example, if four bids are received for evaluation and valued at £30,000, £31,750, £32,500, and £35,000, the scores would be as shown in the table below.

Example scoring				
Bidder	Bidder W	Bidder X	Bidder Y	Bidder Z
Total Bid	£30,000	£31,750	£32,500	£35,000
Score out of 70%	70.00	66.14	64.61	60.00

The £30,000 bid is the lowest and therefore receives the maximum score of 70%. The other bids would be scored according to the table and then converted into an overall percentage score. If the cash variances between the bids were larger, the resulting points and percentage scores would be higher.

9.3 Quality

9.3.1 Meeting the **Specification** will be scored on a **Pass/ Fail basis**. Tenderers must indicate they meet or exceed **specifications**. Any recorded failures will be deemed failures to meet the Specification, will result in disqualification from the tender process, and will not be evaluated further.

9.3.2 The Technical Envelope will be evaluated as follows:

9.3.2.1 The Tenderer's response to questions Q1 to Q19 will be awarded a score out of 5 by the scoring matrix in section 9.3.3 below.

9.3.2.2 The weighted score for each question will be determined by applying the following formula:

$$\text{Weighted Score} = (\text{Score awarded} \div 5) \times \text{Question Tender \%}$$

9.3.2.3 The Weighted Scores for each of the questions will be added together to determine the total quality score.

9.3.2.4 **Service Delivery Quality Response** - please respond to the quality questions in the Technical Envelope on the eSell2Wales portal, detailing the offer the Tendering organisation will deliver as part of this contract. Please be specific so the evaluation panel can understand the offer. The service delivery quality responses have been weighted as indicated in the table below. They will be evaluated in accordance with the scoring formula in Section 9.3.2.2 above and the scoring matrix in Section 9.3.3 below.

9.3.2.5 **Lot 1 Workers RRF only see Table 1**

9.3.2.6 **Lot 2 Workers, all CWM sites, see Table 1**

Table 1

Question	Description	Weighted %
A	Service Delivery and Quality Management	8%
Q1	Service Delivery Model Please describe your proposed service delivery model for providing temporary workers to the Authority, including: <ul style="list-style-type: none"> • recruitment, vetting, onboarding, and deployment processes. • account management and escalation arrangements; and • How will you ensure continuity and consistency of service across multiple shifts, departments or locations? 	2.5%
Q2	Compliance and Governance Explain how you will ensure ongoing compliance with all relevant legislation and guidance applicable to temporary recruitment, including (but not limited to) the Agency Workers Regulations 2010, employment law, tax and PAYE obligations, and the Procurement Act 2023 principles of transparency and integrity.	2.0%
Q3	Quality Assurance Describe the systems, controls, and performance measures you will use to assure the quality and suitability of temporary workers supplied, including how underperformance or suitability issues will be identified, managed, and remedied. Refer to Volume 2 Service Specification Document	2.0%

Q4	Safeguarding and Risk Management Please explain how you will manage safeguarding, health and safety, and risk considerations for temporary workers, including pre-engagement checks, training, and incident reporting.	1.5%
B	Contract Management, Monitoring and Reporting	7%
Q5	Contract Management Arrangements Describe your proposed contract management and governance arrangements, including: <ul style="list-style-type: none"> named roles and responsibilities. frequency and structure of review meetings; and mechanisms for issue resolution and continuous improvement. 	2.0%
Q6	Performance Monitoring and KPIs Please set out the key performance indicators (KPIs) you propose to use (in addition to the KPIs as set out in Schedule 4 in the document Volume 3 Standard Services Contract RT) to measure service performance, including fill rates, time-to-fill, compliance, worker retention, and client satisfaction.	2.0%
Q7	Management Information and Reporting Describe the management information (MI) you will provide to the Authority, including: <ul style="list-style-type: none"> frequency and format of reports. data accuracy and validation controls; and how MI will support transparency, audit, and informed decision-making. 	1.5%
Q8	Audit and Transparency Explain how you will support the Authority's audit, assurance, and transparency requirements, including access to records, PAYE verification, supply chain visibility, and cooperation with internal and external auditors.	1.5%
C	Contingency, Resilience and Business Continuity	5%
Q9	Business Continuity Planning Please describe your business continuity and disaster recovery arrangements, including how you will maintain service delivery in the event of: <ul style="list-style-type: none"> high demand or urgent resourcing requirements. supplier failure within your supply chain; or systems, workforce, or infrastructure disruption. 	2.0%
Q10	Contingency and Emergency Cover Explain how you will respond to emergency or short-notice staffing requirements, including out-of-hours arrangements, escalation procedures, and surge capacity.	1.5%
Q11	Supply Chain Resilience Describe how you manage and monitor your supply chain to ensure resilience, compliance, and continuity of supply, including contingency arrangements if a supply route becomes unavailable.	1.5%
D	Compliance, Ethics and Fraud Prevention	5%
Q12	PAYE and Employment Models Please confirm and describe your employment and payment models for temporary workers, including how you ensure PAYE compliance and prevent the use of non-compliant or high-risk payroll arrangements.	2%
Q13	Fraud, Error and Tax Avoidance Prevention Explain the measures you have in place to prevent fraud, error, tax	1.5%

	avoidance, and labour market abuse within your organisation and supply chain, including detection, reporting, and remediation processes.	
Q14	Conflict of Interest Management Describe how you identify, manage, and mitigate actual or perceived conflicts of interest in line with the Procurement Act 2023 and public sector best practice.	1.5%
E	Community Benefits and Social Value As a publicly funded organisation, CWM1.5 Environmental Ltd. has a duty to make the best use of its assets and finances on behalf of the taxpayer and the wider community. Community Benefits delivered through public-sector procurement align with the Well-Being of Future Generations Act and support its goals. More Information can be found at: https://gov.wales/procurement-community-benefits-policy https://www.futuregenerations.wales/about-us/future-generations-act/	3%
Q15	Community Benefits and Social Value Delivery Please describe how your service delivery will support community benefits and social value outcomes, including (where applicable): <ul style="list-style-type: none"> • local employment and skills development. • apprenticeships, work placements, or employability initiatives. • support for local VCSE organisations. 	1.5%
Q16	Measuring and Reporting Community Benefits Explain how you will measure, monitor, and report on community benefits and social value outcomes delivered under this Contract, including governance and accountability arrangements.	0.75
Q17	Alignment with Local Authority Priorities Describe how your proposed approach to community benefits aligns with the Authority's strategic priorities, corporate plan, or economic and social well-being objectives.	0.75
F	Continuous Improvement and Innovation	2%
Q18	Continuous Improvement Please describe how you will drive continuous improvement throughout the Contract Term, including learning from performance data, stakeholder feedback, and audit outcomes.	1%
Q19	Innovation and Added Value Explain any innovative approaches, tools, or added-value services you propose that will improve service quality, efficiency, or outcomes for the Authority and service users.	1%

Tenderers will be required to satisfy all aspects of the specification. Please note that all questions have been weighted according to their importance. Therefore, please ensure your response takes this into account.

9.3.3 Scoring Matrix

9.3.3.1 The Quality response questions will be scored as the matrix depicts below

Scoring Matrix	Score
Exceptional - The submission fully meets expectations and exceeds expectations in some or all respects in a manner that is considered advantageous.	5
Good - The submission fully meets expectations and provides full confidence in the Tenderer's ability, understanding, expertise, skills, and/or resources to deliver the requirements.	4
Satisfactory - The submission mostly meets expectations, but there are minor reservations or weaknesses.	3
Poor - The submission meets expectations only to a limited extent, with significant reservations or weaknesses.	2
Very Poor - The submission fails to meet expectations to a substantial extent, with very significant reservations or weaknesses.	1
Unacceptable – There is no response, or the submission fails to meet expectations to a very substantial extent.	0

10 ASSESSING SELF-DECLARATION CRITERIA

- 10.1** The successful Tenderer will not be awarded the Contract unless it meets all the Self-Declaration criteria set out in Appendix 6. **Any failure to meet all the Self-Declaration requirements will result in disqualification from this procurement process.**
- 10.2** Once it has completed the evaluation of Tenders, CWM Environmental Ltd. will contact the Tenderer with the most advantageous tender score to potentially arrange a site visit, as detailed in Appendix 6, and require the Tenderer to complete the Self Declaration Questions found at Appendix 6. Both the site visit and the Self-Declaration Questions will be assessed on a PASS/FAIL basis, as detailed in Appendix 6.
- 10.3** If the Tenderer with the highest Total Overall Score scores a FAIL in respect of the site visit or any element of the Self-Declaration Questions, it will be disqualified from this procurement process, and CWM Environmental Ltd will contact the next highest scoring Tenderer to assess whether it meets the Self-Declaration criteria.

11 CWM ENVIRONMENTAL LTD'S RIGHT TO REJECT TENDERS

- 11.1** The issue of this ITT in no way commits CWM Environmental Ltd to award any contract pursuant to the tender process. CWM Environmental Ltd is not bound to accept the lowest price or any tender. CWM Environmental Ltd shall be able, in its sole discretion, to withdraw from the procurement process at any time.
- 11.2** CWM Environmental Ltd may, in its absolute discretion, reject any tender which does not comply with the requirements set out in this ITT.
- 11.3** CWM Environmental Ltd reserves the right, subject to relevant legislation, at any time to reject any tender and/or to terminate discussions with any one or more Tenderers.

12 AWARDING PROCESS

- 12.1** Where CWM Environmental Ltd sends to each Tenderer a notice communicating the decision to award a Contract, CWM Environmental Ltd will allow a mandatory standstill period of 10 days to elapse before entering the Contract with the successful Tenderers (please see Timetable Section 8).
- 12.2** The successful Tenderer will be required to enter the Contract in the form set out in Volume 3 (amended as appropriate to reflect the terms of its Tender). No contract will be formed unless and until both parties sign the Contract. If the successful Tenderer does not enter the Contract, CWM Environmental Ltd. reserves the right to enter the Contract with the next highest scoring Tenderer instead. No oral or written acceptance of a Tender or notification that a Tenderer has been selected as the successful Tenderer will constitute a contract.
- 12.3** If, notwithstanding section 12.2, either at CWM Environmental Ltd Ltd.'s request or with its acceptance, the successful Tenderer begins delivering the Goods or Services (as relevant) before both parties have signed the Contract, the terms of the resulting contract (until the signed Contract supersedes it) will comprise:
- 12.3.1.1** The Specification (Volume 2).
- 12.3.1.2** The Contract (Volume 3).
- 12.3.1.3** The successful Tenderer's Tender: with any inconsistency between the three being resolved in the order of priority in which they are set out in this section 12.3

- 12.4 In the event of any conflict between the terms of this ITT or any of the documents referred to in it (other than the Contract) and the Contract, the terms of the Contract will prevail.

13 DISCLOSED DATA

- 13.1 CWM Environmental Ltd shall not be liable to any Tenderer and no Tenderer shall seek to recover from CWM Environmental Ltd any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) from the copying, adoption, use or application of any information made available to Tenderers ("the **Disclosed Data**") during the procurement process.

- 13.2 CWM Environmental Ltd gives no warranty or undertaking of whatever nature in respect of the Disclosed Data and, specifically (but without limitation), CWM Environmental Ltd does not warrant that the Disclosed Data represents all the information in its possession or power relevant, or material to, or in connection with the goods or services. CWM Environmental Ltd shall not be liable to any Tenderer in respect of any failure to disclose or make available to such Tenderer any information, documents or data, nor any failure to review or to update the Disclosed Data, nor any failure to inform such Tenderer of any inaccuracy, error, omission, defects or inadequacy in the Disclosed Data.

- 13.3 Each Tenderer shall:

- 13.3.1 be expected to conduct its own analysis and review of the Disclosed Data and to satisfy itself as to the accuracy, completeness and purpose of any such Disclosed Data upon which it places reliance; shall not be entitled to and shall not make any claim against CWM Environmental Ltd whether in contract, tort or otherwise including, without limitation, any claim in damages on the grounds of any misunderstanding or misapprehension in respect of the Disclosed Data or that incorrect or insufficient information relating to the Disclosed Data was given to it by any person; and

- 13.3.2 where information provided by CWM Environmental Ltd during the tendering process is subsequently found to be inaccurate and the Contractor could not have reasonably discovered the inaccuracy before entering into the Contract. A Variation to the Contract is required as a result thereof; the Variation shall be dealt with in accordance with the Variation provisions in H1 (Variations to goods or services) of Volume 3 (Contract).

14 FORM OF AGREEMENT

- 14.1 The successful Tenderer will be required to execute (Under Hand) the Contract, subject to the Standstill Period, and from the date of Contract Award and until execution of that Contract the successful tender (including the insurance declaration and other documents submitted with its tender and approved by CWM Environmental Ltd) together with CWM Environmental Ltd's written acceptance thereof ("the **Tender Documents**") and:

- 14.1.1 The Specification (Volume 2).

- 14.1.2 The Tender Certificate, including any responses, supplementary information, declarations, certificates, method statements, appendices and or any other information/evidence provided by the tendering organisation that forms part of the tender response.

- 14.1.3 The Contract (Volume 3)

(“the **Contract Documents**”) shall constitute a binding agreement between CWM Environmental Ltd and the successful Tenderer.

- 14.2** In the event of any conflict between the Tender Documents and the Contract Documents, the Contract Documents shall prevail.

15 APPLICABLE LAW

- 15.1** The laws of England and Wales shall apply to all proceedings relating to this ITT.