

COLEG Y CYMOEDD (the “College”)

Invitation to tender for

Waster Services (All Sites)

Conducted as an Open Procedure, Services Contract Procurement

CYC/26/003
TENDER RETURN DATE AND TIME : 30th June 2026 at 17:00

CONTENTS

CLAUSE

1. Tender Specific Information	2
2. Additional provisions relevant to this Tender	Error! Bookmark not defined.
3. Introduction and background	12
4. Tender Timetable	15
5. Tender completion information	16
6. Procurement terms and conditions	18
7. Applicable Policies	24

1. Tender Specific Information

Definition the 'Portal'	Means Sell2Wales
Overview of Service Requirements	A single Waste Services provider, to include collection, reuse, recycling, recovery, treatment and disposal, which complies with all current and future legislation while managing the various waste streams across all Coleg y Cymoedd sites.
Value of the Contract	<p>The anticipated value of the Services is approximately £300,000.00 per year meaning a total estimated contract value of £600,000.00.</p> <p>The current service(s) handle work to a value of £300,000 approximately in financial year 2024-2025.</p> <p>Details of current expenditure are given in good faith as a guide to current planning to assist you in submitting your Tender. They should not be interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of the Contract.</p>
Contract Duration	<p>The College proposes to enter into one Contract for a maximum period of 2 (two) years with the successful Tenderer (Service Provider).</p> <p>The anticipated service commencement date is 1st September 2026.</p>
Acceptance of Tender	Your Tender shall remain open for acceptance by the College for a period of 12 weeks from submission.

1.1 Contents of the ITT

This invitation to tender (ITT) comprises:

- Tender completion requirements, assessment model, specification and schedules.
- Draft contract (**Contract**) and schedules.
- Quality and commercial questions.

1.2 Introduction

The College is conducting the procurement of Waste Services (**Services**) as a single stage tender, in accordance with the open procedure, under the requirements of the Procurement Act 2023 (**PA 2023**).

This ITT contains information about the procurement process, including the timetable, how to submit a response (**Tender**), and criteria by which Tenders will be judged (**Award Criteria**).

Please read this document carefully, as failure to comply may result in exclusion from the procurement or rejection of a Tender.

1.3 Purpose and scope of this ITT

This ITT:

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement of Tenders.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
- Sets out the Award Criteria and the model that will be used to assess the Tenders (**Tender Assessment Model**).
- Explains the administrative arrangements for the receipt of Tenders.

1.4 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all **Tenderers** (meaning bidders of this Tender) are treated equally.

The key dates for this procurement are currently anticipated to be as follows:

Event	Date
Issue of Invitation to Tender (ITT)	19 th May 2026
Site Visit Commencing from Nantgarw campus Itinerary to be confirmed	27 th May 2026 at 0900
Deadline for receipt of requests for clarification	12 th June 2026
Target date for responses to clarification requests	19 th June 2026
Deadline for receipt of Tenders	30 th June 2026 at 17:00
Assessment of Tenders	30 th June to 14 th July 2026
Publication of contract award notice	15 th July 2026
Notification of contract award decision to Tenderers and standstill period	15 th July to 27 th July 2026
Confirm contract award	27 th July 2026
Contract start	1 st September 2026

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

1.5 Submission of Tenders

Each Tenderer must submit one Tender. Each Tender must meet the College's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the College in its own right.

Failure to submit any of the Tender documentation specified below will result in the exclusion of the Tenderer from any further consideration by the College

The following documentation must be submitted with the Tender:

- The Tender Response form at Schedule 6.
- Conflict of Interest Declaration at Schedule 8.

- Evidence required of the following:
 - Waste Carrier Licence
 - Environmental Permits
 - Hazardous Waste Registration
 - ISO45001 or Health and Safety Compliance
 - ISO14001 Environmental management
 - ISO9001 Quality Management
 - CHAS/SMAS/Safe Contractor (SSIP Scheme)
 - CIWM Membership (Chartered Institute of Waste Management)
 - FORs (Fleet Operator Recognition Scheme)
- The following will also be required:
 - Carbon Reduction Plan
 - Fleet Transition Plan (for ULEV commitment)
- Evidence of maintaining contract insurances at the following, appropriate levels:

Type of insurance	Level required
Employers Liability Insurance	£10m
Public Liability Insurance]	£10m
Environmental Impairment Liability	£5m
Product Liability Insurance	£2m
Professional Indemnity Insurance	£1m
Commercial Vehicle Insurance (with Waste Extension)	Fully Comprehensive
<i>Machinery and Plant cover</i>	<i>TBC</i>

1.6 Tender Assessment Model

Award Criteria and Assessment Criteria

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most advantageous to the College. The Award Criteria are:

- 70% quality (including social value).
- 30% cost.

Scores are arrived at following the application of the Assessment Criteria (**Assessment Criteria**) set out below to the Tenderer's Tender.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the College has the correct information to make the assessment. Evasive, unclear or hedged Tenders may be discounted in assessment and may, at the College's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

Tenders will be assessed on the basis of the written submissions. The weightings attributable to the quality criteria, as well as the pricing assessment rationale, are set out below.

	Quality Criteria	Applicable Weighting
Q1	Technical Capability and approach	15%
	Please describe your proposed methodology for the collection, transport, and disposal of municipal waste. <i>Your response should factor into account of the college campus locations, as well as any factors such as location and accessibility considerations and specifically address the differing waste streams.</i>	
	How will you ensure segregation of waste streams (e.g., recyclables, food waste, residual waste)?	
	Provide a mobilisation plan including timeline and key milestones, <i>including any reliance on college resources (access to sites, staff availability etc)</i>	
	Please outline your organisations contingency plans, such as business continuity, and confirm what measures are in place for service interruptions (e.g. weather, mechanical failure)? <i>Please provide a copy of any relevant policies or procedures as appropriate.</i>	
Q2	Net Zero and Carbon Reduction	12%

	Describe how you will reduce carbon emissions and environmental impacts throughout the contract term.	
	Please outline how your organisation demonstrates a commitment to ULEV, including if appropriate, your use of electric and/or hydrogen powered fleet.	
Q3	Environmental and Circular Economy	10%
	Explain how your service delivery will contribute to achieving Welsh Government recycling targets. Your response should include your proposals to reach 0% target for waste sent to landfill through the delivery of the service.	
	How will you engage with the public and the college community to promote waste minimisation and behaviour change?	
	Please detail any innovative technologies or processes you propose to introduce to improve service efficiency or environmental outcomes.	
Q4	Compliance and legislation	8%
	Demonstrate your understanding of relevant waste legislation (e.g., Environmental Protection Act 1990, Waste Framework Directive, Welsh-specific regulations).	
	Please describe how you ensure compliance with duty of care and waste transfer requirements?	
	Provide examples of how you have ensured legal compliance on past contracts.	
Q5	Social Value and Community Benefits	5%
	Please submit a social value delivery plan with your response, setting out which initiatives (e.g. Local employment, training, community projects, as outlined in the specification) are you proposing to deliver as part of this contract? Please indicate the timetable for delivery over the term of the contract and what resources you anticipate committing to the	

	delivery of the initiatives. These are anticipated to be proportional to the expected value of the contract.	
	Describe any plans to use local suppliers or SMEs as part of your supply chain.	
Q6	Health and Safety	10%
	Outline your health and safety management procedures for operational waste activities and provide a copy of any associate policy or procedure to support your response.	
	Provide recent health and safety performance data (e.g., RIDDOR incidents, near misses).	
	<i>Please outline your organisations health and safety training procedures. For those staff involved in the delivery of the contract, please outline the training received and frequency of updating.</i>	
	How do you ensure staff are adequately trained?	
Q7	Quality Management, monitoring and reporting	10%
	Please outline your processes for monitoring performance and reporting. Your response should refer to the management and reporting requirements set out in the specification and also highlight any exception reporting processes (for e.g. where an incident may have occurred)	
	<p>Please provide an overview of your Online information Portal, including screenshots/visual walkthrough as available.</p> <p>Please refer to the specification outlined and where any features are not currently available or cannot be met, please indicate when they may be available in the future.</p> <p>If your portal has any system/security requirements please indicate these in your response what these may be.</p>	

	<p><i>Please provide an overview of your process for managing queries and complaints, enclosing copies of relevant policies or processes as appropriate.</i></p> <p><i>Your response should refer to your escalation processes and any time targets applicable for providing responses to complainants, as well as any internal targets for complaint levels and resolution.</i></p> <p>How will you manage complaints and customer queries?</p>	
	<p>Please outline your quality assurance procedures. Your response should include details of any relevant accreditations, audits and inspections and</p> <p>Provide details of your quality assurance procedures (e.g., ISO 9001, audits, inspections).</p>	
	Explain how your solution delivers best value, not just lowest cost.	
	Outline any potential savings or efficiencies over the life of the contract.	
Q8	Future Generations Act	0%
	<p>Do you have a Welsh Language Scheme/Policy in operation?</p> <p><i>Please enclose a copy.</i></p>	Not Scored Yes/No
	<p>Do you have a Equality, Diversity and Inclusion Strategy/Policy in operation?</p> <p><i>Please enclose a copy.</i></p>	Not Scored Yes/No
	Does your organisation have a commitment to paying the Real living wage and operate fair work practices?	Not Scored Yes/No

	<i>Please enclose a copy.</i>	
	Does your organisation have a Modern Slavery Policy/Statement in operation? <i>Please enclose a copy.</i>	Not Scored Yes/No

70%

Assessment process

Quality assessment

The quality assessment will be scored in accordance with the table below and the appropriate weighting will be applied by the College, to determine the Tender's final score.

Scoring matrix for the quality criteria

0	Completely fails to meet required standard or does not provide a proposal.
1	Proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals.
2	Proposal falls short of achieving expected standard in a number of identifiable respects.
3	Proposal meets the required standard in most material respects but is lacking or inconsistent in others.
4	Proposal meets the required standard in all material respects.
5	Proposal meets the required standard in all material respects and exceeds some or all of the major requirements.

Pricing assessment

Bid prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks (30% following weighting). All other bids will be compared against that lowest bid and scored accordingly.

1.7 TUPE

The College considers that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (**TUPE**) do not apply to this procurement, as the requirement relates to a one off package of Services and does not involve the transfer of employees or an ongoing service.

Tenderers are responsible for forming their own views on the applicability of TUPE and for obtaining independent legal advice where necessary. The College gives no warranty as to whether TUPE may or may not apply in any circumstances.

By submitting a Tender, Tenderers confirm that they have taken TUPE into account (to the extent that they consider appropriate) in preparing their proposal and pricing.

2. Introduction and background

2.1 Introduction to the College

Coleg y Cymoedd (meaning College of the Valleys) was formed in 2013, following the merger of The College Ystrad Mynach and Coleg Morgannwg. The College is based in Southeast Wales and operates across 4 main campuses in the Rhondda Cynon Taf and Caerphilly County Borough areas.

At Coleg y Cymoedd we transform lives through learning. Together we create your future success. We achieve that by delivering education and training in South Wales. Coleg y Cymoedd means 'College of the Valleys' and we're transforming education at our four state-of-the-art campuses.

The College has an Estate of 59,622m² spread over four campuses:

Campus	Floor Area	Local Authority
Aberdare	6,171 m ²	Rhondda Cynon Taf
Nantgarw	25,891 m ²	Rhondda Cynon Taf
Rhondda	10,237 m ²	Rhondda Cynon Taf
Ystrad Mynach	17,323 m ²	Caerphilly

Coleg y Cymoedd is committed to advancing its waste management processes to reflect best practice in sustainable waste management and to support delivery of our Net Zero 2030 target.

This procurement aligns with:

- The College's Environmental Sustainability Strategy and Net Zero Roadmap
- Welsh Government's Beyond Recycling: A Strategy to Make the Circular Economy a Reality
- The Wellbeing of Future Generations (Wales) Act 2015
- The Social Partnership and Public Procurement (Wales) Act 2023
- Welsh Government public sector Net Zero 2030 commitment

Our Strategic Targets:

- Reduce waste produced by 75% from base year 2022/23 by 2030
- Achieve 95% recycling rate by 2030

- Zero waste to landfill
- Net Zero carbon emissions by 2030

The objectives of this tender are to:

- Appoint a 'best quality' provider of waste management services across the College Estate
- Establish a 'one stop shop' contractor taking ownership of all College waste streams
- Ensure value for money through whole-life cost assessment
- Work in partnership to reduce waste to the lowest level possible
- Reduce costs associated with waste management while encouraging innovation
- Ensure full compliance with all relevant Welsh and UK legislation
- Provide detailed management information supporting the College's reporting requirements
- Support delivery of the College's Net Zero 2030 target through carbon emissions tracking and reduction
- Deliver measurable social value and community benefits aligned with Welsh TOMs framework
- Embed circular economy principles beyond recycling including reuse, repair and waste prevention

2.2 Operational Hours

The hours of operations for the sake of this contract are:

College Operating Hours:

08:00-21:00 hours Monday to Thursday

08:00-17:00 hours Friday

08:00-13:00 hours Saturdays (At Nantgarw only)

CLOSED Sundays

Out of College Operating Hours:

21:00-08:00 hours Tuesday to Friday

17:00-08:00 hours Friday to Saturday

13:00 hours Saturday to 08:00 hours Monday

2.3 Requests for clarification

Any clarifications relating to this ITT must be submitted through the Portal.

The College will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the College's response to them on the Portal (**Clarifications Log**).

If a Tenderer wishes the College to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the College, the clarification is not confidential, the College will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers. If the original clarification is withdrawn, the Tenderer may either submit an amended request for the clarification to be treated as confidential, which would be considered by the College in the same manner as the original request, or raise a new request to be treated as a non-confidential request.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in paragraph 1.4. The College reserves the right not to answer any requests for clarification submitted after this date or submitted via any means other than the Portal.

Neither the College, nor any staff member of the College, has the authority to make any verbal representations or explanation to the Tenderers or others as to the meaning of anything contained within this ITT, which includes without limitation: the Contract, any specification, drawings or other documents, or as to anything which is to be done or not to be done by the Contractor following acceptance of their Tender, or as to any other matter or thing.

Tenderers are advised not to rely on communications from the College in respect of the Services or ITT unless they are made in accordance with these instructions.

2.4 Clarifications about the contents of the Tender

The College reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the assessment phase where necessary for the purposes of carrying out a fair assessment. Tenderers are asked to respond to

such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

3. Tender Timetable

3.1 Deadline for receipt of Tenders

Responses to this ITT must arrive in the manner prescribed under paragraph 4.1 prior to the deadline.

Do not leave your response until the last minute or hours before the deadline. If you experience connection problems, you will miss the deadline and your response may be deemed non-compliant and rejected. Always upload generic information early to avoid last minute time pressure.

If your transmission is part received when the deadline is reached, the submission will fail. As a general rule, if the transmission process has not completed within 10 minutes, it has been unsuccessful.

Any Tender received after the deadline shall not be opened or considered, unless there are exceptional mitigating circumstances such as a technical failure in connection with the Portal, which shall be considered by the College in its absolute discretion.

The College may, however, in its own absolute discretion extend the deadline and in such circumstances the College will notify all Tenderers of any change.

3.2 Contract award

The College may award Contract(s) on the basis of a Tender submitted in accordance with the instructions below.

Contract award is subject to the formal approval process of the College. Until all necessary approvals are obtained, a contract award notice published and the standstill period completed, no Contract(s) will be entered into.

Once the College has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period in accordance with the PA 2023 before entering into any Contract(s).

3.3 Debrief

An assessment summary will be sent to each Tenderer. In its assessment summary the successful Tenderer will be told the scores it received against each award criterion and the reasons for those scores. Each unsuccessful Tenderer will

receive its own scores and reasons for those scores, plus the equivalent information for the successful Tenderer.

4. Tender completion information

4.1 Formalities

All documents comprising the Tender must be completed and uploaded to the Portal by the deadline.

The following requirements must be adhered to when submitting Tenders:

- The pages of the Tender documents must be numbered sequentially as "Page [x]".
- Any additional pre-existing material that is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be submitted in English or Welsh and drafted in accordance with the drafting guidance set out in this ITT.

The Tender must be clear, concise and complete. The College reserves the right to mark a Tenderer down or exclude it from the procurement if its Tender contains any ambiguities or caveats or lacks clarity. No unauthorised alterations or additions are to be made to the Form of Tender or any other component of the Tender document. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be assessed on the basis of information submitted by the deadline.

The Tenderer must upload a duly executed Form of Tender (Schedule 6). Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, they should sign and give their name in full together with the name under which they are trading.

4.2 Contract

The draft Contract that the College proposes to use is attached at Schedule 1. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 2.3 and the College will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the College, the College shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments that are proposed but not approved by the College through this process will not be acceptable and may be construed as a rejection of the terms, leading to the disqualification of the Tender.

4.3 Prices

Prices must be quoted in pounds sterling, (GBP), and amounts shown should be exclusive of value added tax (VAT) at the prevailing rate. Tenderers' pricing will be assessed on a true like for like-for-like basis and Tenderers are asked not to deviate from the pricing structure and format contained within the ITT package.

4.4 Qualification of Tender

Tenders must not be qualified and must be submitted strictly in accordance with the Tender instructions. Tenders must not be accompanied by statements which could be construed as rendering the Tender equivocal and or by placing it on a different footing from any other Tenders. Only Tenders submitted without qualification strictly in accordance with the ITT documentation as issued (or subsequently amended by the College), will be deemed as bona fide and accepted for consideration. The College's decision on whether a Tender is bona fide will be final and the Tenderer will not be consulted.

4.5 Documents forming the Contract

The following documents shall form part of the Contract between the College and the Service Provider(s):

- Contract and its schedules.
- Specification.

- Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on).
- A pricing model (as completed by the Service Provider).
- As applicable, a list of commercially sensitive information (as completed by the successful Tenderer).

4.6 Consortia and subcontractors

The College requires each Tenderer to identify whether any and, if so, which subcontracting or consortium arrangements apply in the case of its Tender, including which elements (if any) of the Contract are to be subcontracted, the identity of the proposed subcontractors, and which entity is proposed to be the Supplier.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Where a number of economic operators come together to submit a bid for the Contract. The economic operators may already be part of an established consortium. Alternatively, the economic operators may constitute a temporary association which is intended to become a formalised structure (such as a special purpose vehicle (SPV) or a subcontracting arrangement) after the award of the Contract. Consortium structures may include a hub-and-spoke delivery model, a lead body model or an SPV.
- **Subcontracting arrangement.** Subcontracting could involve, for example, an economic operator bidding as a main contractor and using a subcontractor or subcontractors to deliver some of the Services, or an economic operator bidding as a managing agent and using subcontractors to deliver all of the Services.

5. Procurement terms and conditions

5.1 Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither the College and its advisers, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. No claim against the

College shall be allowed whether in contract or in tort under the Misrepresentation Act 1967 or otherwise on the ground of inaccuracy. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the College.

If a Tenderer proposes to enter into a Contract with the College, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the College (or any other person) to enter into a contractual arrangement.

The College shall not be liable to any person for any damages, losses, costs, liabilities or expenses of any kind which it may suffer as a consequence of relying upon this information.

5.2 Confidentiality, Use of AI and freedom of information

Save to the extent publicly available, all information supplied by the College to Tenderers (including this ITT and all other documents relating to the procurement), whether in writing or orally, is supplied on condition that it (including the fact that the Tenderer has received this ITT) be kept confidential by the Tenderer; it must not be copied, reproduced, distributed or passed to any other person at any time (except to professional advisers, consortium members or subcontractors for the sole purpose of enabling the Tenderer to submit a Tender) unless the information is already in the public domain.

Where a Tenderer uses Artificial Intelligence (AI) tools to assist in preparing its Tender, the Tenderer must ensure that such use does not infringe any third-party intellectual property rights. The Tenderer confirms that it has reviewed and taken responsibility for all AI-generated material included in its Tender, and will be bound by it. For the avoidance of doubt, any AI-generated content included in the Tender will be treated as the Tenderer's Tender for the purposes of this procurement, and the Tenderer will be responsible for any associated intellectual property warranties or indemnities.

Tenderers must ensure that any confidential information provided as part of their Tender is not disclosed to, or processed by, any external AI tools or platforms in a manner that would compromise its confidentiality.

As a public body, the College is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (SI 2004/3391) (EIR) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a

request for information. The College is also subject to various public sector transparency policies and legal requirements, including the placing of contract award notices on the Welsh Digital Platform, which identify the Contract value and successful supplier, the publication of the Contract itself in certain circumstances, and the provision of information to Tenderers further to section 50 of the PA 2023.

Tenderers should therefore be aware that information provided in connection with this procurement, or in connection with any contract awarded, may be disclosed by the College, unless the College decides (in its absolute discretion) that one of the statutory exemptions under the FOIA, the EIR or section 94 of the PA 2023 applies. Requests for information and application of any exemptions shall be considered on a case-by-case basis. By taking part in this procurement, Tenderers agree to such disclosure or publication by the College.

Tenderers may designate any information supplied as part of their tender response or otherwise in connection with the procurement as confidential or commercially sensitive by clearly identifying it as such to the College in the template provided at Schedule 9. Blanket protective markings applied to the whole document will not be sufficient. While designating material as confidential or commercially sensitive or equivalent does not guarantee non-disclosure, the College will consider this as part of any disclosure decision.

Tenderers shall comply with the Data Protection Legislation at all times.

5.3 Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until the College has given prior express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the College.

5.4 Welsh Digital Platform

Tenderers that wish to participate in this procurement are responsible for ensuring that the Welsh Digital Platform contains complete, accurate and up-to-date information about their organisation and any associated persons who are relevant for the purposes of this procurement. Tenderers must notify the College immediately if they are unable to provide accurate and up-to-date information via the Welsh Digital Platform.

5.5 Supplier warranties

In submitting a Tender and generally taking part in this procurement, the Tenderer warrants, represents and undertakes to the College that:

- It understands and has complied with the conditions set out in this ITT.
- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the College by the Tenderer, its staff or agents in connection with or arising out of the procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the Tender.
- 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 the invitation and has not reliance on any information, representation or assumption which may have been made by or on behalf of the College (with the exception of any information which is expressly warranted by the College).
- It has full power and authority to submit a Tender and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the College.

Tenderers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

- The College may exclude the Tenderer from participating in this procurement.
- The Tenderer may be excluded from bidding for contracts under paragraph 13 of Schedule 7 to the PA 2023.
- The College may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Tenderer for damages.
- If fraud or fraudulent intent can be proved, the Tenderer 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). If there is a conviction, then the Tenderer may be excluded from bidding for contracts under paragraph 15 of Schedule 6 to the PA 2023 and may be added to the debarment list.

5.6 Anti-canvassing and collusion

Any attempt by Tenderers or their advisers to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers must not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the College or any employees or agents of the College in relation to this procurement.
- Offer, promise or give any person working for or engaged by the College a financial or other advantage as an inducement or reward for any improper performance of a function or activity relating to this procurement.
- Attempt to obtain information from any of the employees or agents of the College or their advisers concerning another Tenderer or Tender.

Tenderers must complete and return Schedule 10 (Certificate of non-collusion and non-canvassing) with their Tender.

5.7 Conflicts of interest

Tenderers are responsible for ensuring that no direct or indirect conflicts of interest exist (whether personal, financial or otherwise) between the Tenderer, its employees and advisers, and the College, its employees and advisers that may give the Tenderer an unfair advantage. Tenderers must notify the College immediately of any conflicts of interest whether potential, actual or perceived.

The College reserves the right to:

- Exclude a Tenderer that fails to notify the College of a perceived, actual or potential conflict of interest, or where an actual conflict of interest exists that puts the Tenderer at an unavoidable unfair advantage vis a vis other Tenderers.

- Exclude a Tenderer that fails to take reasonably requested steps specified by the College to mitigate any conflict of interest, including entry into a conflict of interest agreement.

Suppliers are required to complete a Conflict of Interest Declaration as part of their Tender, as set out in Schedule 8.

5.8 College's rights to modify the procurement

The College reserves the right at any time to:

- Seek clarification in respect of any part of a Tenderer's submission.
- Request Tenderers to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its Tender or the Tender process.
- Reject a Tender that is abnormally low.
- Withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis.
- Choose not to award the Contract as a result of the current procurement process or to abandon that process.
- Issue changes, modifications or additional information (including to the Timetable) relating to the procurement, including to this ITT.
- Alter the Timetable as it sees fit.
- Rewind or re-run any part of this procurement on the same or an alternative basis.

5.9 Bid costs

The College will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the College.

5.10 Guarantees

Recipients of this ITT will note that Schedule 11 is a form of deed of guarantee. The College may have qualified the Tenderer on the assumption that, where the Tenderer is an operating company, it will be guaranteed by the parent company. As a result, the College may require each Tenderer to confirm the identity of the guarantor of its obligations under any Contract(s). This guarantor should be the ultimate parent company of the Tenderer, except in exceptional circumstances. In the case of consortia, the College will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or its parent or an equivalent level of security.

6. Applicable Policies

The Contractor shall comply with the Applicable Policies as set out at Schedule 4.

Schedule 1 Draft Contract



Schedule 2 Specification

CYC Waste Services Specification of Requirements

6.1 Overview of the Service Requirements

Coleg y Cymoedd is seeking to appoint a contractor to provide a reliable, efficient, auditable, and cost-effective waste management service including collection, reuse, recycling, recovery, treatment and disposal. The service must comply with all current and future legislation while managing various waste streams across all four campus sites.

The College is looking to appoint a contractor that matches our vision and values and can assist the College in meeting its sustainability goals and Net Zero ambitions. The appointed contractor will inspire our staff, students and stakeholders to strive to eliminate waste wherever possible and minimise the environmental impact of waste created through the use of new and emerging technologies and processes.

6.2 Contract Objectives

- Appoint a 'best quality' provider of waste management services across the College Estate
- Establish a 'one stop shop' contractor taking ownership of all College waste streams
- Ensure value for money through whole-life cost assessment
- Work in partnership to reduce waste to the lowest level possible
- Reduce costs associated with waste management while encouraging innovation
- Ensure full compliance with all relevant Welsh and UK legislation
- Provide detailed management information supporting the College's reporting requirements
- Support delivery of the College's Net Zero target through carbon emissions tracking and reduction
- Deliver measurable social value and community benefits aligned with Welsh TOMs framework

- Embed circular economy principles beyond recycling including reuse, repair and waste prevention

6.3 Sites Requiring Service

Waste services are required across the following sites:

- Nantgarw Campus – Heol y Coleg, Parc Nantgarw, Cardiff, CF15 7QY
- Ystrad Mynach Campus – Twyn Road, Ystrad Mynach, Hengoed, CF82 7XR
- Aberdare Campus – Wellington Street, Aberdare, Rhondda Cynon Taf, CF44 8EN
- Rhondda Campus – Pontrhondda Road, Llwynypia, Rhondda Cynon Taf, CF40 2TQ

Sites maps are enclosed, and available [here](#).

7. Introduction

This Specification sets out Coleg y Cymoedd’s requirements for the provision of waste management services across its four campus sites. It should be read alongside the Invitation to Tender (ITT), the draft Contract and its Schedules. Tenderers must respond to the requirements set out in this Specification in accordance with the response instructions in the ITT.

The Specification is structured as follows:

- (a) Overview and Objectives;
- (b) Sites Requiring Service;
- (c) Existing Service and Baseline Information;
- (d) Service Volumes and Collection Frequencies;
- (e) Pricing and Costing Model;
- (f) Technical Specification (covering receptacles, waste streams, collection requirements, documentation, missed collections and spillages);
- (g) Net Zero and Carbon Requirements;

- (h) Circular Economy Requirements;
- (i) Social Value and Community Benefits;
- (j) Wellbeing of Future Generations;
- (k) Compliance and Legislation;
- (l) Management and Reporting;
- (m) Service Mobilisation;
- (n) Staffing;
- (o) Subcontracting and Consortium Arrangements;
- (p) Potential Contract Modifications; and
- (q) Innovation and Service Model Evolution.

Where there is any conflict between this Specification and the Contract, the Contract shall prevail. Tenderers should raise any such conflicts through the clarification process set out in the ITT.

8. Existing Service and Baseline Information

This section provides an overview of the current waste services arrangements, to give Tenderers a rounded view of the current service, anticipated transition and potential cost implications. The information is provided in good faith as a guide and does not form part of the Contract or an undertaking to procure services to any particular value.

8.1 Current Service Overview

- 8.2 *The incumbent contract provides a fully managed waste collection, recycling and disposal service across all campuses, including container provision, scheduled and on-demand collections, compliant treatment and disposal, recycling services, Duty of Care administration and Waste Transfer documentation.*

8.3 Current Service Levels and Performance

The current waste collection schedule is enclosed at schedule XX. Other than schedule weekly general waste and recycling collections, the remainder are on as required basis.

8.4 Current Costs

The service currently costs approximately £300,000 per annum. A further breakdown on this expenditure by site is enclosed.

8.5 Required Transformation

The College is seeking to both maintain continuity of service and drive transformation in line with its Net Zero target, the Welsh Government Beyond Recycling strategy and the recycling KPIs set out later in this Specification. Tenderers should describe, in their Tender, how they will deliver continuity from Day 1 while progressively improving performance against the stated KPIs.

9. Service Volumes, Receptacles and Collection Frequencies

Tenderers are to price the service on the basis of the following anticipated volumes and frequencies. These are provided in good faith as a current best estimate and are subject to variation during the Contract term. Tenderers should also propose optimisation recommendations where they consider improvements can be made.

Further detail on the receptacles requires, volume capacity and frequency of collection are enclosed at Schedule XX.

10. Pricing and Costing Model

10.1 Hybrid Pricing Structure

The Contract shall be priced on a hybrid model. This model is designed to give the College cost certainty over routine service provision while ensuring the Service Provider is fairly compensated where actual service activity differs from forecast, and to provide predictable unit rates for ad-hoc and occasional services. The hybrid model comprises five elements: (a) a Fixed Element; (b) a Variable Element; (c) Scheduled Rates for ad-hoc and occasional services; (d) Pass-Through Costs; and (e) Rebates and Revenue Share. Each of these elements is described below and must be priced in the corresponding section of the Pricing Schedule.

10.2 Fixed Element

The Fixed Element shall be priced as a single annual sum, payable in twelve equal monthly instalments in arrears. It shall cover all costs of maintaining the core service at each of the four campus sites and shall include, as a minimum:

- Supply, delivery, installation, maintenance, cleaning, replacement and end-of-Contract removal of all external waste receptacles and skips specified in the Technical Specification (internal receptacles remain the College's responsibility);

- The agreed baseline schedule of routine collections for each waste stream at each site, as set out in Part [X] of the Pricing Schedule and derived from the confirmed collection frequencies;
- Account management, including the named Account Manager and Site Supervisor, attendance at monthly contract meetings and quarterly strategic reviews;
- Provision, hosting, maintenance and continuous availability of the online management information portal, including integration and data export capability;
- All monthly, quarterly and annual reporting required by the Specification, including KPI, carbon emissions and social value reporting;
- All compliance documentation (Waste Transfer Notes, Consignment Notes, licences, permits, registrations and similar) and maintenance of the audit trail;
- Training, site induction and DBS checks for all staff working on College sites;
- Delivery of the commitments in the Social Value Delivery Plan submitted with the Tender; and
- All mobilisation costs, amortised across the Contract term (no separate mobilisation charge shall be payable).

10.3 Variable Element

The Variable Element shall be charged by reference to actual service activity, at the unit rates set out in the Pricing Schedule. It shall comprise:

- Per-tonne gate fees for each waste stream, reflecting the cost of treatment, recycling, recovery or (where unavoidable) disposal. Gate fees shall be charged against verified weights captured on calibrated, traceable weighing systems at the point of collection or at licensed transfer/treatment facilities;
- Per-lift charges only where collections exceed the baseline frequency covered by the Fixed Element at the College's request; and
- Any other activity-based charges expressly identified and priced in the Pricing Schedule.

The Variable Element is invoiced monthly in arrears, itemised by site and by waste stream, and supported by the management information portal data for the relevant period.

10.4 Scheduled Rates for Ad-hoc and Occasional Services

The Pricing Schedule shall set out fixed unit rates for services the College may request outside the agreed baseline. These Scheduled Rates shall apply throughout the Contract term, subject only to the annual indexation provided for in paragraph 5.7 below, and shall cover, as a minimum:

- Ad-hoc additional collections, including end-of-year classroom clearances, office moves, decants, capital works support and event-related clearances;
- Specialist and one-off collections (hazardous waste, WEEE, confidential waste, white goods, mattresses, batteries and similar specialist items listed in the Waste Streams section);
- Skip delivery, exchange and removal outside the agreed cycle; and
- Container relocations, additions or reconfigurations requested mid-term.

Services delivered under Scheduled Rates shall only be provided on the written request of a nominated College representative and shall be itemised on the relevant monthly invoice.

10.5 Pass-Through Costs

The following costs shall be passed through at actual cost only, clearly evidenced, itemised on invoices and carrying no Service Provider margin or mark-up:

- Landfill Disposals Tax (Wales) at the statutory rate prevailing on the date of disposal, on the residual quantities (if any) of waste sent to landfill, until the Zero Waste to Landfill KPI is reached;
- Any new statutory levy, charge or tax introduced during the Contract term which cannot reasonably be absorbed within the unit rates, subject to prior evidence to the College; and
- Extended Producer Responsibility (EPR) fees or equivalent statutory producer charges, where applicable and clearly evidenced.

The College reserves the right to request supporting evidence (for example, dated invoices from treatment facilities or HMRC / Welsh Revenue Authority receipts) for any pass-through cost.

10.6 Rebates and Revenue Share

Where the Service Provider generates income from the sale of recyclates, scrap metal or other materials arising from the College's waste streams, the Service Provider shall:

- Disclose the gross income received by material and by month via the management information portal;
- Share such income with the College in accordance with the rebate mechanism set out in the Pricing Schedule; and
- Apply the College's share as a credit against the next monthly invoice, clearly itemised.

Tenderers must propose a rebate mechanism in the Pricing Schedule (for example, a percentage share of gross income, or a floor price per tonne triggering rebate above market thresholds). The proposed mechanism will form part of the cost assessment.

10.7 Indexation

Subject to the variation provisions of the Contract, the pricing elements shall be adjusted annually on each anniversary of the service commencement date as follows:

- The Fixed Element and the Scheduled Rates shall be adjusted by reference to the published annual change in the Consumer Prices Index Including Owner Occupiers' Housing Costs (CPIH), capped at 4% per annum;
- The per-tonne gate fees in the Variable Element may be adjusted by reference to a recognised industry benchmark (for example, the WRAP Gate Fees Report) for the equivalent waste stream, capped at 4% per annum, except where a higher adjustment is justified by a demonstrable statutory or market-driven change in treatment costs (in which case the Service Provider shall provide evidence and the revised rate shall be agreed in writing); and
- Fuel cost pass-through, where permitted in the Pricing Schedule, shall track a published fuel price index and shall be reconciled quarterly.

No price adjustment shall take effect without the Service Provider first giving the College 30 days' written notice with full supporting calculations. The first indexation adjustment shall not take effect before the first anniversary of the service commencement date.

10.8 Invoicing

The Service Provider shall submit a single monthly invoice covering all four campus sites, broken down to show separately:

- (a) the Fixed Element charge for the month;
- (b) the Variable Element itemised by site and by waste stream;
- (c) any Scheduled Rate charges incurred;
- (d) Pass-Through Costs with supporting evidence; and
- (e) any Rebate applied. All invoices shall be in pounds sterling, exclusive of VAT at the prevailing rate, supported by the corresponding management information portal data, and shall be issued to **payments@cymoedd.ac.uk** in accordance with the standard payment terms of the Contract.

11. Technical Specification

11.1 Provision of Waste Receptacles

The Service Provider will provide all external waste collection containers ensuring segregation of recyclable materials and minimal manual handling:

- Receptacles must be plastic wheeled bins/containers compliant to EN840 standard, available in a range of capacities including two and four wheeled options.
- All containers must be fixed/lockable to prevent free movement; wheel locks must be re-activated following collections.
- Containers must account for waste segregation legislative changes including separate segregation of: general waste, food, plastic and cans, card and paper, and glass.
- All containers must be marked with high-profile, colour-coded labels giving clear instruction on use.
- Containers must have hinged lids and be leak-proof, vandal-proof and offer means of minimising contamination.
- Cost of maintaining and/or replacing containers must be included in the Pricing Schedule.

- Regular inspections and reviews of container suitability and quantity must be undertaken.
- The contractor shall provide, deliver exchange and remove waste skips as required by the College. The service will include the supply of skips in the following nominal sizes.
 - 14 cubic yard skips suitable for high volume, lightweight waste
 - 12 cubic yard skips suitable for medium- volume waste
 - 8 cubic yard skips suitable for smaller volumes of waste and restricted sites
- Skips shall be clearly marked with their size and maximum safe load capacity
- Skips shall not be overfilled. Waste must not exceed the top edge of the skip or prevent closures of lids or doors
- All skips will be constructed of heavy-duty steel or equivalent robust material, fit for purpose and suitable for repeated lifting, transport and placement. They must be free from significant corrosion, sharp edges, holes, or structural defects
- Skips shall be maintained in a clean, serviceable and safe condition at all times. The contractor will operate a documented inspection and maintenance regime to ensure skips remain compliant throughout the contract period
- All skips under the contract shall be fully enclosed or fitted with secure lids or covers appropriate to the size of skip to prevent unauthorised access, minimise windblown litter, reduce the attraction of vermin or pests and to limit water ingress where reasonably practicable. Skips shall be suitable for use in a public facing or sensitive location.
- All enclosed skips shall be fitted with a lockable mechanism such as lockable steel lids, lockable rear or side door access doors, integrated locking bars or clasps. Locks shall be robust and resistant to tampering and allow access only to authorised users. The contractor will provide keys or access arrangements as agreed with the College and shall manage replacements where keys or locks are lost or damaged.
- All skips shall comply with relevant UK health and safety legislation, applicable waste management and environmental regulations and industry best practice for skip design and use.

- All skips shall be clearly marked with the contractor's name and contact details, maximum load markings and any relevant safety warnings. The contractor will ensure skips are placed safely and do not obstruct access routes, fire exits, or public rights of way.
- Skips shall be designed and operated to minimise environmental impact including the prevention of waste escape and the control of leachate and rainwater ingress where applicable.
- The contractor shall support waste segregation and where required and provide advice on appropriate skip usage.
- Delivery, exchange, and removal of skips shall be carried out within the agreed timescales.
- Any damaged, non-compliant, or insecure skip shall be repaired or replaced promptly at no additional cost.
- All skips shall be suitable for the containment, storage and transport of non-hazardous waste streams unless otherwise specified within the waste schedule.
- All internal recycling bins will be provided by the College.

11.2 Waste Streams

The Service Provider must collect and manage the following waste streams in compliance with the Waste Separation Requirements (Wales) Regulations 2023:

- Food waste (not animal by-product)
- Paper and cardboard
- Glass (mixed)
- Metal, tins, cans and plastic
- Wood
- Brick and construction waste
- Green waste
- Small WEEE (Waste Electrical and Electronic Equipment)
- Textiles

- Non-hazardous general/industrial waste
- Confidential waste
- White goods, mattresses, batteries and other specialist items (as required)

11.3 Collection Requirements

- Collections are expected over 50 weeks of the year, excluding the Christmas closure period (dates communicated annually).
- Collections should be undertaken outside peak college hours (8am to 5pm) to minimise risk while students are on site.
- Day-to-day collection procedures must not impact on the daily running of campuses.
- Access arrangements must be coordinated with Site Representatives prior to contract commencement.
- Contractor vehicles must be fit for purpose; any damage caused to College property shall be the contractor's liability.

11.4 Documentation Requirements

The following documentation must be provided to the College and maintained on an electronic portal with College access:

- Waste Carriers and Broker's Registration Documents
- Waste Transfer Notes for each collection
- Consignment Notes (for hazardous waste)
- Environmental Permits and Exemptions
- Sub-contractor compliance documentation
- Any other relevant compliance documentation and certification
- The contractor shall inform the college of any notices, restriction orders or prosecutions undertaken by NRW and/or HSE in relation to any of the contractors' operations or activities for the duration of the contract within 30 calendar days of such notification being received. Depending on the severity of any of any such action this could give grounds for the College to terminate the contract. Alternatively, where actions against the contractor

are not considered grounds for termination an action and improvement plan needs to be supplied to the college so that repetitions of such events cannot reoccur.

11.5 Missed Collections

In the event of a missed collection the Service Provider must inform the Estates and Facilities department immediately via e-mail. A missed collection must be collected no later than the end of the following working day without additional cost to the College.

11.6 Spillages

The Service Provider must ensure that all spillages of waste relating to any operations onsite are cleaned up and removed immediately, and to the satisfaction of the College. This will include the use of vehicles that carry equipment to deal with spillages of waste.

12. Net Zero and Carbon Requirements

This section sets out mandatory requirements supporting the College's Net Zero target and Welsh Government public sector decarbonisation commitments.

12.1 Carbon Emissions Reporting

The Service Provider shall provide comprehensive carbon emissions data to support the College's Scope 3 (Category 5: Waste Generated in Operations) reporting requirements:

- Monthly carbon footprint reporting: Total carbon emissions (kgCO₂e) attributable to the College's waste, calculated using DEFRA emission factors or equivalent verified methodology.
- Carbon intensity metrics: Carbon emissions per tonne of waste collected (kgCO₂e/tonne) broken down by waste stream and disposal route.
- Transport emissions: Carbon emissions from collection vehicles attributable to the College's waste (including km travelled, vehicle type, fuel consumption).
- Disposal route carbon impact: Comparative carbon impact of different disposal routes (recycling vs energy recovery vs landfill).
- Carbon avoidance calculations: Demonstrate carbon emissions avoided through recycling compared to virgin material production.

- Annual baseline and trajectory: Establish Year 1 baseline and provide year-on-year carbon reduction trajectory aligned with the College's Net Zero targets.

12.2 Collection Vehicle Emissions

In alignment with Welsh Government direction on fleet decarbonisation and the Collections Blueprint 2025, the Service Provider shall:

- Detail current fleet composition including vehicle types, Euro emission standards, and fuel types.
- Demonstrate commitment to Ultra Low Emission Vehicles (ULEV): Preference will be given to providers operating or transitioning to electric or hydrogen-powered collection vehicles.
- Provide a fleet transition plan: Where ULEV deployment is not immediately feasible, submit a transition plan showing progression toward zero-emission collection vehicles within the contract term.
- Route optimisation: Demonstrate use of technology to minimise vehicle miles and associated emissions.
- Alternative fuels: Where electric vehicles are not feasible, demonstrate use of renewable fuels such as HVO (Hydrotreated Vegetable Oil) or biomethane.

12.3 Carbon Reduction Targets

Metric	Target	Timeline
Carbon intensity reduction	10% annual reduction from baseline	Years 1-2
ULEV collection percentage	≥25% Year 1, ≥50% Year 2	Progressive
Zero landfill disposal	0% to landfill	Within 6 months of contract start date

13. Circular Economy Requirements

Aligned with Welsh Government's Beyond Recycling strategy, these requirements move beyond recycling rates to embrace full circular economy principles.

13.1 Waste Prevention

The Service Provider shall actively support waste prevention initiatives:

- Partner with the College on waste prevention campaigns and behaviour change programmes.
- Provide communication materials and support for staff and student engagement.
- Conduct waste audits identifying reduction opportunities.
- Report on waste arisings trends and recommend prevention interventions.

13.2 Reuse Programme

The Service Provider shall establish and maintain reuse pathways:

- Furniture and equipment reuse: Establish connections with community organisations, social enterprises, or repair hubs for reuse of College furniture, equipment and materials.
- Reuse tracking: Report quarterly on tonnage diverted to reuse and social/community benefit achieved.
- Target: Achieve minimum 10% reuse rate for applicable waste streams (furniture, equipment, textiles).

13.3 Material Recovery and Closed-Loop Solutions

- Demonstrate closed-loop solutions where College waste materials re-enter productive use.
- Prioritise anaerobic digestion with energy/digestate recovery for food waste over composting.
- Identify material recovery opportunities and connect with Welsh circular economy initiatives.
- Provide annual innovation proposals identifying emerging circular economy opportunities.

13.4 Recycling and Recovery

- Maximise recycling rates in accordance with the Waste Hierarchy.

- Ensure waste is transported to authorised facilities only.
- Minimise waste travel distances where possible.
- Ensure only waste without alternative disposal routes is sent to energy recovery.
- Zero waste to landfill from contract commencement.

14. Social Value and Community Benefits

In accordance with WPPN 003 and the Social Partnership and Public Procurement (Wales) Act 2023, social value requirements carry a minimum 10% weighting in assessment.

14.1 Jobs, Skills and Training

- Local employment: Commitment to recruitment from the local area (Rhondda Cynon Taf and Caerphilly).
- Apprenticeships: Offer apprenticeship opportunities, with preference for College learners.
- Work experience: Provide work experience placements for College learners in relevant curriculum areas.
- Training opportunities: Offer training and development for existing employees.

14.2 Supply Chain and SMEs

- Local supply chain: Demonstrate use of Welsh-based suppliers and sub-contractors.
- SME engagement: Promote opportunities for small and medium enterprises.
- Prompt payment: Commit to paying supply chain within 30 days.

14.3 Educational Engagement

- Educational sessions: Minimum of 4 educational sessions per academic year for students on waste management, sustainability and circular economy careers.
- Curriculum support: Provide curriculum support materials and case studies.

- Site visits: Facilitate site visits to waste management and recycling facilities.
- Guest speakers: Make staff available for careers events and guest lectures.

14.4 Fair Work and Wellbeing

- Real Living Wage: Commitment to paying the Real Living Wage to all employees working on this contract.
- Fair work practices: Demonstrate fair work practices including appropriate use of contracts, trade union recognition where applicable.
- Workforce wellbeing: Evidence of workforce wellbeing initiatives.

14.5 Environmental and Community Benefits

- Biodiversity: Contribution to local biodiversity initiatives.
- Air quality: Demonstrate improvements to local air quality through ULEV use.
- Community projects: Participation in or support for local community environmental projects.

14.6 Social Value Reporting

The Service Provider shall:

- Submit a Social Value Delivery Plan with tender submission.
- Report quarterly on social value delivery against commitments.
- Participate in annual social value review meetings.

15. Wellbeing of Future Generations

The Service Provider shall demonstrate contribution to the seven wellbeing goals and apply the five ways of working set out in the Wellbeing of Future Generations (Wales) Act 2015.

15.1 Contribution to Wellbeing Goals

Tenderers should demonstrate how their service will contribute to:

Wellbeing Goal	Expected Contribution
----------------	-----------------------

A Prosperous Wales	Local employment, skills development, SME opportunities, circular economy innovation
A Resilient Wales	Biodiversity enhancement, ecosystem health through reduced pollution
A Healthier Wales	Improved air quality through ULEV, reduced environmental health risks
A More Equal Wales	Fair work practices, Real Living Wage, accessible employment opportunities
A Wales of Cohesive Communities	Community engagement, partnership with social enterprises, local supply chains
A Wales of Vibrant Culture	Welsh language provision where appropriate, support for Welsh heritage sites
A Globally Responsible Wales	Net Zero contribution, sustainable resource use, ethical supply chains

15.2 Five Ways of Working

Tenderers should demonstrate application of:

- Long-term: How the service considers long-term environmental and social impacts beyond the contract term.
- Prevention: How the service prevents waste generation and environmental problems.
- Integration: How the service integrates with College sustainability and community objectives.
- Collaboration: Partnership approach with College, community organisations, and other stakeholders.
- Involvement: Engagement of staff, students and community in waste reduction initiatives.

16. Compliance and Legislation

16.1 Legislative Compliance

The Service Provider must hold a valid waste carrier licence and comply with all relevant legislation including but not limited to:

- Waste Separation Requirements (Wales) Regulations 2023
- Environmental Protection Act 1990 (Section 45AB(4)(b))
- The Prohibition on the Incineration, or the Deposit in Landfill, of Specified Waste (Wales) Regulations 2023
- The Environmental Permitting (England and Wales) Regulations 2016
- The Animal By-Products (Enforcement) (Wales) Regulations 2014
- Regulation (EC) No 1069/2009
- The Prohibition on Disposal of Food Waste to Sewer (Civil Sanctions) (Wales) Order 2023
- Waste Duty of Care Code of Practice
- Data Protection Act 2018 and UK GDPR 2018 (for confidential waste)
- Producer Responsibility Schemes / WEEE Directive
- Technical Guidance WM3 on Classification and Assessment of Waste

16.2 Future Legislation Adaptation

The Service Provider shall:

- Maintain awareness of Welsh Government policy developments and forthcoming legislation.
- Include in monthly reports a section outlining legislative changes affecting service provision.
- Propose implementation approaches for new requirements with associated timescales.
- Participate in annual legislative compliance review meetings.
- Prepare for forthcoming waste tracking system requirements.

The contract includes provision for variation to accommodate new legislative requirements, with costs to be agreed between the parties.

16.3 Site Audits

- The Service Provider will allow access of College representatives to all sites and facilities, including sub-contracted facilities, for audits.
- Corrective measures identified during audits shall have agreed implementation dates reflecting severity.
- Where no implementation date is agreed, remedial action will be assumed within 14 days.

17. Management and Reporting

17.1 Account Management

- Assign a dedicated Account Manager responsible for day-to-day service and contract performance.
- Respond to College queries within 1 working day.
- Provide an alternative contact when Account Manager is unavailable.
- Attend monthly contract management meetings.
- Participate in quarterly strategic reviews.

17.2 Management Information Portal

The Service Provider shall provide access to a comprehensive online management information system:

- Real-time dashboard: This should not a document repository but should provide access to live data on collections, weights, and performance.
- Integration capability: API access or data export in standard formats for College sustainability reporting systems.
- Automated alerts: Notification of missed collections, compliance issues, or exceptions.
- Document storage: All compliance documentation accessible and downloadable.
- Carbon reporting: Carbon emissions data exportable for Scope 3 reporting.
- Documentation relating to the disposal of non-hazardous waste will remain live and available for 2 (two) years and 3 (three) years for hazardous waste

documentation. The waste data for the college remains the property of the college and needs to be migrated to the college prior to contract end date.

17.3 Monthly Reporting Requirements

The following information must be provided monthly and available via the portal:

- Date and time of each visit to each site
- Number and type of containers emptied at each visit
- Weight of waste by type collected from each site on each visit
- Overall weight of general waste and recyclables collected
- Percentage recycling rate achieved for each waste stream
- Fate of materials in line with the Waste Hierarchy and final destination
- Costs applied for collections and disposal
- Any incidents (e.g., major spillages)
- Any additional services provided (e.g., ad-hoc collections)
- Income generated from waste streams (if applicable)
- Details of missed collections
- Carbon emissions data (kgCO₂e by waste stream and total)
- Vehicle emissions and ULEV percentage
- The contractor shall report and update on contamination rates for the college related waste streams and any fines in relation to NRW audits/inspection at the contractor's site specifically in relation to the College's waste streams and any associated fines.
- The contractor shall report on overall contamination rates for the contractors' operations and any fines in relation to NRW audits/inspection at the contractor's sites and action/improvement plans to address these occurrences.

17.4 Invoicing

The appointed Service Provider will be expected to submit a monthly invoice which identifies the costs for each site and also supply a breakdown by site. Invoices should be e-mailed to payments@cymoedd.ac.uk

18. Key Performance Indicators

The Service Provider will report monthly (or as agreed) on key performance indicators. KPIs will be measured and periodically assessed during the contract term.

18.1 Operational KPIs

KPI	Target	Frequency
Collections on time (%)	≥99%	Monthly
Missed collections	<1% of scheduled	Monthly
Customer complaints	<3 per quarter	Monthly
Weights measured on collection	100%	Monthly
Accidents and near misses	0 reportable	Monthly
Waste to Landfill	0% (From months 6-24)	Monthly
Audit standard of skips to agreed standard	100%	Annual
Data availability via portal	100%	Monthly
Waste transfer notes as agreed standard	100%	Monthly

18.2 Environmental and Net Zero KPIs

KPI	Target	Frequency
Overall recycling rate	≥85% (Yr1), ≥90% (Yr2), ≥95% (Yr3)	Monthly
Waste to landfill	0%	Monthly
Contamination rate	<5%	Monthly
Carbon intensity (kgCO2e/tonne)	10% annual reduction	Quarterly

ULEV collection percentage	≥25% (Yr1), ≥50% (Yr3)	Quarterly
Reuse rate (applicable streams)	≥10%	Quarterly
Social value delivery	Per tender commitment	Quarterly
Waste reduction vs baseline	Progress to 75% reduction by 2030	Annually

18.3 Service Credit Regime

Severity	Definition	Service Credits
1	Missed Collection	3 x £50 = £150
2	Failure to provide Waste Transfer Note, Consignment Notes or Monthly Management Information	2 x £50 = £100
3	Failure to achieve agreed Key Performance Indicators	1 x £50 = £50

When service credits are claimed, the supplier will have a maximum of 7 days to rectify the issue(s) or service credits shall be reset and re-applied.

19. Service Mobilisation and Transition

The period between Contract award and service commencement is the mobilisation period. The ITT Timetable currently anticipates a mobilisation period running from 12 May 2026 to 1 June 2026 (target service commencement date). The Service Provider shall use this period to ensure a seamless transition from the incumbent provider with no disruption to College operations.

19.1 Mobilisation Plan

Tenderers shall submit a detailed Mobilisation Plan with their Tender setting out, as a minimum:

(a) key milestones and dates from Contract award to full service commencement;

- (b) the mobilisation team, including named individuals and their roles;
- (c) approach to site surveys across all four campuses;
- (d) container procurement, delivery, siting and labelling schedule;
- (e) collection route planning and scheduling;
- (f) IT and management information portal set-up, including integration testing; (g) stakeholder engagement with College Estates and Facilities teams;
- (h) communications plan for College staff and students;
- (i) risk register and mitigations; and
- (j) handover and exit arrangements with the incumbent provider.

19.2 Mobilisation Meetings

The Service Provider shall attend weekly mobilisation meetings with the College throughout the mobilisation period, providing written progress updates against the Mobilisation Plan. The College reserves the right to require additional meetings where progress is at risk.

19.3 Go-Live Readiness

The Service Provider shall demonstrate go-live readiness at least 5 working days before the service commencement date, including: all containers in place and correctly labelled; collection schedules confirmed with site representatives; all required licences, permits and insurances in place and evidenced; management information portal accessible to the College; and account management contacts confirmed. Failure to demonstrate go-live readiness may, at the College's discretion, result in the application of service credits or other remedies set out in the Contract.

19.4 Contract Exit and Onward Transition

At the end of the Contract term (or earlier termination), the Service Provider shall cooperate fully with the College and any successor provider to ensure a smooth onward transition. This includes: providing all data held on behalf of the College (including historic waste records, carbon data and compliance documentation) in an agreed format; removing all Service Provider-owned containers on an agreed schedule without disruption; and attending transition meetings as required during the final 3 months of the Contract.

20. Staffing Requirements

20.1 Staff Qualifications and Training

All staff working under the Contract shall hold the qualifications, certifications and training appropriate to their role, including (as applicable): Certificate of Professional Competence (CPC) for drivers; Driver Qualification Card; ADR certification for drivers handling hazardous waste; WAMITAB or equivalent waste management qualifications; manual handling training; and site-specific health and safety induction.

The Service Provider shall maintain training records and make them available to the College on request. Refresher training shall be carried out at frequencies consistent with industry good practice and the relevant legislation.

20.2 Staff Supervision

The Service Provider shall provide appropriate supervision of all staff working on College sites and shall nominate a named Site Supervisor who shall be the day-to-day point of contact for the College's Estates and Facilities team.

20.3 DBS Clearance and Safeguarding

Given the College's learner population includes young people and vulnerable adults, all staff attending College sites during College Operating Hours shall hold an Enhanced DBS clearance. Where staff attend only during Out of College Operating Hours, the Service Provider shall still ensure that staff are suitable to attend an education setting and shall maintain records of checks. The Service Provider shall provide evidence of DBS clearance on request and before any individual first attends site.

20.4 TUPE

The College considers that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) do not apply to this procurement. Tenderers are nevertheless responsible for forming their own view on the applicability of TUPE and for obtaining independent legal advice where necessary. The College gives no warranty as to whether TUPE may or may not apply.

20.5 Fair Work and Real Living Wage

Consistent with the Social Value requirements elsewhere in this Specification, the Service Provider shall pay all staff working on this Contract at least the Real Living Wage as set by the Living Wage Foundation, and shall adhere to fair work practices

including appropriate use of employment contracts and recognition of trade union rights where applicable.

21. Subcontracting and Consortium Arrangements

The College permits both subcontracting and consortium arrangements in order to encourage SME participation and to allow Tenderers to assemble the most capable delivery team. The detailed procedural requirements for declaring such arrangements are set out in the ITT; the requirements set out here are specification-level service requirements that apply regardless of delivery structure.

21.1 Single Point of Accountability

Where the Service is delivered using subcontractors or through a consortium, the Service Provider (or consortium lead) shall remain the single point of accountability to the College for all aspects of service delivery. The College shall not be required to manage subcontractor relationships directly.

21.2 Subcontractor Compliance

All subcontractors shall comply with the requirements of this Specification, including those relating to legislative compliance, carbon reporting, social value, fair work and safeguarding. The Service Provider shall verify and evidence subcontractor compliance on the management information portal, including all relevant licences, permits and insurances.

21.3 Changes to Subcontracting Arrangements

Any material change to declared subcontracting or consortium arrangements during the Contract term requires the prior written consent of the College, which shall not be unreasonably withheld.

22. Potential Contract Modifications

In accordance with the Procurement Act 2023, the College wishes to identify at the outset certain modifications that may be required during the Contract term so that, where triggered, they can be implemented through the variation mechanism in the Contract without requiring a fresh procurement.

22.1 Ad-hoc Additional Collections

The College anticipates that from time to time it will require ad-hoc additional collections over and above the scheduled service. Typical triggers include (but are not limited to): end-of-year classroom clearances by teaching staff; office moves and reconfigurations; one-off decant projects associated with capital works; and

clearance following events. The Service Provider shall price a per-collection rate (or equivalent mechanism) in the Pricing Schedule to allow the College to call off such additional collections at short notice.

22.2 Legislative Changes

The Contract includes provision for variation to accommodate new legislative requirements arising during the Contract term, including forthcoming changes to Welsh Government waste separation requirements, the waste tracking system, and any extension of Extended Producer Responsibility schemes. Costs associated with such changes shall be agreed between the parties in accordance with the Contract's variation mechanism.

22.3 Service Scope Adjustments

The College may require the addition or removal of collection points or waste streams during the Contract term, reflecting changes to its estate, curriculum offering or sustainability strategy. Such adjustments shall be priced by reference to the rates in the Pricing Schedule.

23. Innovation and Service Model Evolution

The College welcomes proposals from Tenderers that go beyond the minimum requirements of this Specification, particularly where they deliver enhanced environmental, social or value-for-money outcomes. Tenderers are encouraged to propose alternative or innovative service models alongside their core compliant bid.

23.1 Alternative Service Models

Tenderers may submit an optional alternative bid proposing an innovative service model (for example: smart bin technology with fill-level sensors; dynamic collection scheduling; closed-loop arrangements with specific Welsh circular economy partners; on-site processing or compaction; materials recovery facilities located near College sites). Any alternative bid must be clearly labelled as such, must demonstrate full legislative compliance, and must be submitted in addition to (not instead of) a compliant core bid.

23.2 Continuous Improvement

The Service Provider shall, as part of quarterly strategic reviews, present innovation proposals identifying opportunities to improve service performance,

reduce cost or enhance environmental outcomes over the Contract term. The College shall not be obliged to adopt such proposals but shall consider them in good faith.

24. Best Industry Standards

In addition to the specific legislative requirements set out elsewhere in this Specification, the Service Provider shall comply with current industry best practice including, as applicable: ISO 9001 (Quality Management); ISO 14001 (Environmental Management); ISO 45001 (Occupational Health and Safety); CHAS, SMAS or Safe Contractor accreditation (Safety Schemes in Procurement); Chartered Institute of Waste Management (CIWM) membership; Fleet Operator Recognition Scheme (FORS) accreditation; and the Waste Industry Safety and Health (WISH) forum guidance. Evidence of current accreditations shall be maintained on the management information portal.

Schedule 3 Information about the current service

Schedule 4 Site Plans



Coleg y Cymoedd Nantgarw Campus

Heol y Coleg




Nantgarw

Cardiff

CF15 7QY

Aberdare



-  Compound
-  Site
-  Route

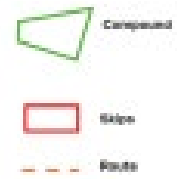
Coleg y Cymoedd Aberdare Campus

Wellington Street

Aberdare

CF44 8EN

Rhondda



Coleg y Cymoedd Rhondda Campus

Pontrhondda Road

Llwynypia

Tonypandy

CF40 2TQ

Schedule 5 Applicable policies

[Policies and documents | Coleg y Cymoedd](#)

Schedule 6 Commercially sensitive information.

Commercially sensitive information

I declare that I wish the following information to be designated as commercially sensitive.

The reason(s) it is considered that this information should be exempt under FOIA is:

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the Contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

SIGNATURE:

NAME (PRINT):

POSITION:

COMPANY:

DATE:

COMPANY:

DATE:

Schedule 7 Certificate of non-collusion and non-canvassing

Statement of non-canvassing

I hereby certify that I have not canvassed any minister, official, representative or adviser of the College in connection with this procurement and the proposed award of the contract by the College, and that no person employed by me or acting on my behalf, or advising me, has done any such act. I agree that the College may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I further hereby undertake that I will not canvass any minister, official, representative or adviser of the College in connection with the Procurement and/or award of the contract and that no person employed by me or acting on my behalf, or advising me, will do any such act.

Statement of non-collusion

The College must receive bona fide competitive tenders from all Tenderers.

In recognition of this requirement, I certify that this is a bona fide offer, intended to be competitive and that I have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any associated person or subcontractor identified in this offer).

I also certify that I have not done, and undertake that I will not do, at any time during the procurement or, in the event of my final tender being successful, during the term of the contract, any of the following acts:

- Communicate to any person, other than the College, the amount or approximate amount of my proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation.
- Enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the College or as to the amount of any offer submitted by them during the course of this process.
- Cause or induce any person to enter into such an agreement as is mentioned in the previous paragraph or to inform us of the amount or the approximate amount of any other tender for the contract.
- Commit any offence under the Bribery Act 2010.
- Offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract.

In this certificate, the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

I agree that the College may, in its consideration of the Tender and in any subsequent actions, rely on the statements made in this certificate.

SIGNATURE: _____

NAME (PRINT): _____

POSITION: _____

COMPANY: _____

DATE: _____

Schedule 8 Form of Tender

FORM OF TENDER: TENDER CERTIFICATE

TO: Coleg y Cymoedd

DATE: [DATE]

PROVISION OF: Waste Services

REFERENCE NUMBER: CYC/26/003

We [INSERT NAME[S]] the undersigned, having examined the ITT and all other schedules, do hereby offer to provide the West Services as specified in those documents and in accordance with the attached documentation to the College commencing [DATE] and continuing for the period specified in the Contract.

If this offer is accepted, we will execute such documents in the form of the Contract within 10 working days of being called on to do so.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the College, together with the Contract documents attached hereto shall comprise a binding contract between the College and the Tenderer.

We agree with the College in legally binding terms to comply with the provisions of confidentiality set out in paragraph 5.2 of the ITT.

We agree that if we have used Artificial Intelligence to produce any part of our Tender, that the information has been checked and verified as correct by us. We accept that anything written in our Tender is considered true and accurate.

We warrant that we have all requisite authority to sign this Tender and confirm that we have complied with all the requirements of the ITT.

Signature _____

Name and status _____

Signature _____

Name and status _____

For and on behalf of [NAME OF COMPANY, PARTNERS OR CONSORTIUM]

Schedule 9 Conflict of Interest Declaration

I/We warrant that:

1. There **would be no** conflict or perceived conflict of interest in relation to the personnel or type of work involved in this contract.

Signed: _____

Position/Status: _____

Company Name: _____

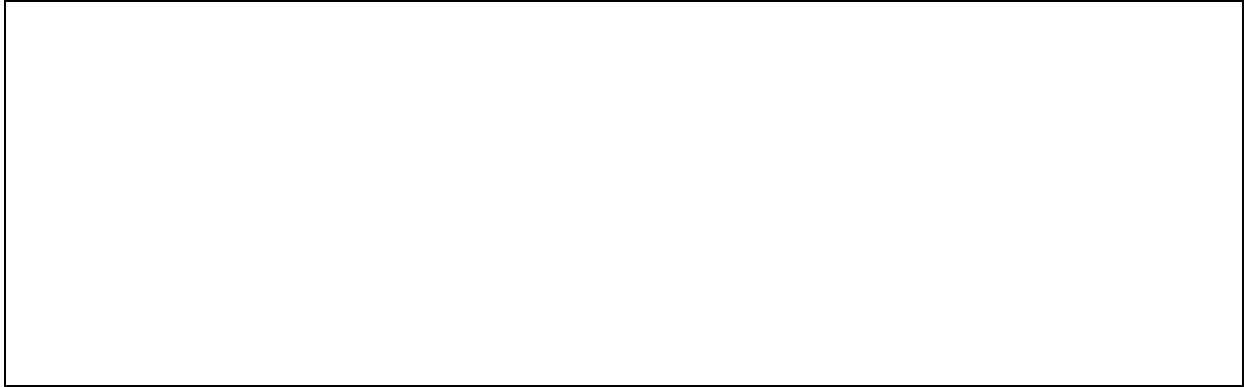
Address: _____

Date Signed: _____

I / We warrant that:

2. There could be a possible conflict or perceived conflict of interest in relation to the personnel or type of work involved in this contract.

Please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could have an adverse effect on this contract.



Signed: _____

Position/Status: _____

Company Name: _____

Address: _____

Date Signed: _____