



**CYNGOR SIR
YNYS MÔN
ISLE OF ANGLESEY
COUNTY COUNCIL**

DOCUMENT 1A:

INVITATION TO PARTICIPATE ("ITP") INSTRUCTIONS

Isle of Anglesey County Council ("the Council")

**HIGHWAY AND STREET LIGHTING MAINTENANCE
TERM SERVICE CONTRACT
2027-2033**

IOACC Refence: HSLMTSC2027

Sell2Wales Reference: 2026/S 000-028375

July 2026

This ITP consists of the following documents:

Together, they set out the nature and extent of the Requirement and the conditions upon which the Service is to be provided.

- Document 1A: Invitation to Participate (ITP) (this document)
- Document 3A: Wales Procurement Specific Questionnaire (WPSQ)
- Document 11: Non-Disclosure Agreement

- Tender Stage Documents contains the **draft** tender stage documents. These are for information only at this stage and are subject to change before issuing. It consists of:
 - Document 1: Instructions to Tender (this document)
 - Document 2: Specification & Contract Drawings
 - Document 3B1: Response Document (Qualitative)*
 - Document 3B2A: Price List Highways*
 - Document 3B2B: Price List Street Lighting*
 - Document 3B2C: Price List Highways Items Used for Calculation*
 - Document 3B2D: Price List Street Lighting Items Used for Calculation*
 - Document 4: Terms and Conditions / NEC4 Contract Data
 - Document 5: TUPE document
 - Document 6: General Information File
 - Document 7: Form of Tender Confidentiality
 - Document 8: Preambles to Bill of Quantities
 - Document 9: Gaerwen Depot Lease Agreement
 - Document 10: Four Crosses Depot Lease Agreement

*Not shared during Stage 1.

Contents of this Document 1A:

1. Key Information

This contains information on:

- Invitation
- Deadlines
- Instructions for returning your application
- Selection and Shortlisting Criteria, Weightings, and Scoring Methodology

2. General Information and Instructions regarding your Application

3. Construction Industry Scheme

4. Council Initiatives and Key Policies

This contains information on:

- Social Value
- Modern Slavery and Responsible Procurement
- Real Living Wage

1. Key Information

Introduction

This Procurement is being conducted in accordance with the Procurement Act 2023 (the "Act") using the Competitive Flexible Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.

Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.

This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.

The Council reserves the right to issue updated versions of this document to Suppliers as and when the need arises, in order to reflect the corresponding stage of the Competitive Flexible Procedure, together with any changes to the Procurement or any other new information.

All references to a 'section' are to a section in the Act unless otherwise stated.

All references to a 'paragraph', 'appendix' or 'annex' are to a paragraph, appendix or annex of this document unless otherwise stated.

All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

1.1. Invitation

1.1.1 Isle of Anglesey County Council Invites Applications for the provision of the **HIGHWAY AND STREET LIGHTING MAINTENANCE TERM SERVICE CONTRACT 2027-2033**, otherwise referred to as the "**Contract**" by the Council, from organisations with relevant experience and ability to demonstrate sufficient capacity for providing the Services (the "Bidders").

1.1.2 **Due to the nature of the requirement and estimated value set out at 1.2, this procurement exercise is being undertaken in compliance with the Procurement Act 2023 (and as amended) (and appropriate secondary legislation).**

1.1.3 The Procedure being followed is the Competitive Flexible Procedure which shall take the following format and stages:

Applications	
Stage A1:	Issue of this ITP and receipt of Applications.
Stage A2A:	Evaluation of returned Documents 3A
Stage A2B:	Due diligence of identified top scoring Suppliers
Stage A2C:	Finalisation of Shortlisted Suppliers

Note:

Failure to successfully pass this stage will result in disqualification and tenderer will not be considered further in the tender exercise. It will be noted as Pass/Fail in comment box relating to specific questions.

Tender	
Stage T1:	Issue of the ITT and receipt of Bids
Stage T2:	Evaluation of returned Documents 3B1 & 3B2 Evaluation may include interviews / clarification meetings with Bidders. As part of the interview, Bidders may be required to give a presentation on aspects of their Bid. Clarification meetings will be sought from only those bidders whose Bids require clarification. Only those organisations capable of winning the Tender will be invited to attend an interview
Stage T3:	Due diligence of winning bidder
Stage T4	Award Decision and communication

1.1 Agreement Term

- 1.1.1 The Contract will be for an initial term of 72 months (the "**Contract Period**").
- 1.1.2 The Council may extend following the Contract Period for further periods of time of 24 months each up to a maximum of 48 months in aggregate (the "**Extension Period(s)**").

1.2 Value:

- 1.2.1 The minimum estimated value of the Contract over its maximum possible term is £20 MILLION (inclusive of VAT).
- 1.2.2 Prices shall be set for a fixed period of 1 contract year and will follow the index calculation as described in Document 5B.

1.3 Deadlines & Timetable

Stage	Detail	Estimated Completion Date
STAGE 1		
Application	Issue of ITP Stage 1	22/07/2026
	Submission of Clarification Questions end date	12/08/2026
	Submission of Application Response	19/08/2026 12:00 noon
	Due Diligence	24/08/2026
	Evaluation Completed	01/09/2026

STAGE 2		
Tender	Issue of ITT Stage 2	02/09/2026
	Mid tender clinic	w/c 28/09/2026
	Submission of Clarification Questions end date	28/10/2026
	Submission of Tender Response	06/11/2026
	Due Diligence	09/11/2026
	Evaluation Completed	23/11/2026
Award	Award Decision Approved	01/12/2026
	Award Decision Communicated and Standstill Period Commences	07/12/2026
	Standstill Period Ends	10 calendar days 21/12/2026
Contract	Contract Execution	March 2027
	Contract Start Date	01/04/2027

1.3.1 Stage 1 - Information on Document 3A: Wales Procurement Specific Questionnaire (WPSQ)

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

You should note that completion and return of the WPSQ by the 24th of August 2026 will constitute your request to be included on the Isle of Anglesey Highways Maintenance and Street Lighting Tender Phase. Submission of a Questionnaire does not imply or entitle you progression through to the Tender Phase (nor does it impose any obligation on us to put you through to the Tender Phase.

The Competitive Flexible Procedure is being adopted with a maximum of 6 applicants selected for the next stage based on the returned information, pass/fail and scoring outcomes.

Public procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency and integrity.

The Wales Procurement Specific Questionnaire (WPSQ) has been designed to help contracting authorities ensure that suppliers share the right information when participating in a procurement. This is separate from the formal tender submission (on how the supplier proposes to meet the tender requirements). The PSQ consists of three parts:

Part 1 - confirmation of core supplier information: suppliers participating in procurements will now be expected to register on a central digital platform (CDP). Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available

at <https://www.gov.uk/find-tender>. Part 1 provides confirmation that suppliers have taken these steps.

Part 2 - additional exclusions information: procurement legislation provides for an 'exclusion regime' and a published 'debarment' list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their connected persons¹⁵) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.

As part of a procurement, a supplier will need to also share additional exclusions information for any suppliers that they are relying on to meet the procurement's conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are 'associated persons' and their exclusions information must be shared with the contracting authority.

We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).

In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons) suppliers will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

Part 3 - conditions of participation: contracting authorities may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier's legal and financial capacity or their technical ability.

Some of the information requested in the WPSQ will be for information purposes only. Other information will be assessed by the contracting authority. This might include a pass or fail mechanism, or a threshold which the supplier must meet. Under certain procurement processes, a contracting authority might use the information shared via the WPSQ as part of a selection process to limit the number of participating suppliers. For example, inviting the five suppliers that submitted the highest scoring responses. Where this is the case, the contracting authority will outline the maximum number of suppliers, and the criteria used to select the limited number of suppliers, in their tender notice (section 20(4)(a) of the Procurement Act and regulation 19(2)(d) of the Procurement Regulations 2024).

Suppliers should note that contracting authorities have legislative duties to publish certain information which relate to the supplier in their contract award notices. This information includes, but is not limited to:

- details of the winning supplier's associated persons
- details of the winning supplier's connected person information
- for certain procurements over £5 million, details of unsuccessful bidders

Where a supplier is unsure or requires any clarification, they should check with the contracting authority

1.4 Instructions for returning your Questionnaire

- 1.4.1 It is **essential** that you comply with the instructions in this document in the preparation and submission of your Questionnaire to help ensure you do not inadvertently invalidate your submission. ***The Council reserves the right to reject any that does not comply with these instructions***
- 1.4.2 Bidders must complete and return their Response Documents 3A and any other response documents), along with any required supporting information as allowed) via the Sell2Wales e-tendering system. It is not required to return any other documentation with your submission. If you have any issues relating to the return of your submission in this manner, please contact the Procurement Team as soon as possible.
- 1.4.3 All Questionnaires must be submitted by the Deadline for Submission indicated at 1.3 Stage 1 table. The Council will not accept responsibility for any delays in submission or delivery of the response.
- 1.4.4 Bidders are advised to clarify any points of doubt or difficulty relating to the documentation before submitting their response. Any queries should be submitted via the Sell2Wales e-tendering system, as soon as possible, and in any event before the Deadline for Submission of Clarification Questions indicated at 1.3 Stage 1.
- 1.4.5 You are advised to deliver your Questionnaire well in advance of the deadline to avoid any technical issues that might arise causing you to fail to meet that deadline, which would lead to the rejection of your Tender. The Council is conscious that Bidders spend a huge amount of time, effort, and expense in putting together the submission and is keen to ensure that no application is rejected down to late submission.
- 1.4.6 Any signatures required on Response Documents must be signed by an appropriate Director of the company. Where the Bidders delegates the signing, a cover letter from the Director stating this must be submitted with the Questionnaire. Electronic signatures are acceptable. Advanced Electronic signatures (supported by a qualified certificate as defined in the Electronic Signatures Regulations 2002) are not required.
- 1.4.7 **Evaluation Criteria & Weightings:** Limit each individual answer to 1000 words only. All submissions will be evaluated in terms of understanding and meeting the requirements as set out below.

Title	Number	Scoring or Pass/Fail
Preliminary Questions	1	Not Scored
	2	Not Scored
	3a	Not Scored
	3b	Not Scored
	4a	Pass/Fail
	4b	Pass/Fail
Part 1 Confirmation of Core Suppliers	5a	Not Scored
	5b	Not Scored
Part 2 Associated Connected Persons	6	Pass/Fail
	7	Not Scored
	8	Not Scored
	9a	Pass/Fail

	9b	Pass/Fail
Part 2 List of all Sub contractors	10	Scored
	11a	Pass/Fail
	11b	Pass/Fail
Financial Capacity	12a	Scored
	12b	Pass/Fail
	13a	Scored
	13b	Not Scored
	14	Not Scored
	15	Scored
Insurance	16a	Scored
	16b	Not Scored
	16c	Not Scored
Legal Capacity	17a	Scored
	17b	Scored
	18	Scored
Technical Ability	19	Scored
	20	Scored
Health and Safety	21a	Scored
	21b	Scored
	22a	Scored
	22b	Scored
	23a	Scored
	23b	Scored
	23c	Scored
	24a	Scored
	24b	Scored
	25	Scored
	26a	Scored
	26b	Scored
	27	Scored
Environment Management	28	Scored
Quality Management	29	Scored
	30	Not Scored
Additional Information	31a	Not Scored
	31b	Not Scored
	32a	Pass/Fail
	32b	Not Scored
	33	Scored
	34	Scored
	35	Scored
	36	Scored
	37	Not Scored

1.4.8 The evaluation will be carried out against the pre-determined evaluation criteria and associated weightings as provided below.

The evaluation panel will be formed from a number of relevant and appropriately knowledgeable staff. The panel may also include stakeholders / service users.

Final scores will be determined following a moderation meeting, at which a consensus single score per question will be determined.

1.4.8.1 **Questionnaire Assessment:** The assessment shall comprise evaluation of your responses to the questions in accordance with the below.

1.4.8.2 Each possible question carries a score of 4

Factors which the evaluation panel will take into account in making this assessment are set out below for each score:

Score	Interpretation
4	Good - Response demonstrates in comprehensive detail how all the elements of the requirement / focus of the question will be fulfilled to an acceptable level of quality. The response is entirely relevant. There are no omissions of concern, and response demonstrates a sound understanding of the requirements / focus of the question and influential factors, including systems, and quality measures to deliver the requirement / focus of the question to a good quality AND - Risks to Council / end users / stakeholders etc. associated with response / proposed delivery are of no concern to the Council
3	Satisfactory - Response demonstrates in sufficient detail how the majority of the elements of the requirement / focus of the question will be fulfilled to an acceptable level of quality. There may be a small number of minor omissions, however, the response demonstrates a sound understanding of the requirements / focus of the question and influential factors, including systems, and quality measures to deliver the requirement / focus of the question to a satisfactory quality AND - There are no significant omission from the response AND - Risks to Council / end users / stakeholders etc. associated with response / proposed delivery are of limited concern to the Council
2	Deficient - Response demonstrates in sufficient detail how the majority of the elements of the requirement / focus of the question will be fulfilled to an acceptable level of quality, however, there are omissions of some important factors that show some limit on understanding of the requirements / focus of the question and other important influential factors, including systems, and quality measures to deliver the requirement / focus of the question to a satisfactory quality AND - There is at least one significant omission in the response and thereby has not sufficiently demonstrated or evidenced how the requirement / focus of the question will be fulfilled to a satisfactory quality AND - Risks to Council / end users / stakeholders etc. associated with response / proposed delivery are of limited concern to the Council
1	Poor - Response addresses minimal elements of the requirement / focus of the question AND / OR - In general contains limited responses or limited detail or explanation and/or evidence to demonstrate how the majority of the requirements / focus of the question will be fulfilled or how an acceptable level of quality will be achieved AND / OR - Contains irrelevant or inaccurate or misleading information that shows significant limits on understanding of the requirements / focus of the question and/or other important influential factors including systems, and quality measures to deliver the requirement / focus of the question to a satisfactory quality AND - Risks to Council / end users / stakeholders etc. associated with response / proposed delivery are of serious concern to the Council.
0	Unacceptable No Response OR

Score	Interpretation
	- No evidence or insufficient information provided to demonstrate that the requirements / focus of the question can be met OR - Response is variant from the requirements / specification set out AND - Risks to Council / end users / stakeholders / etc. associated with response / proposed delivery are fundamentally unacceptable the Council

The allocation of a score of 1 (One) or below for a response to any Questions will result in the exclusion of your Tender. Maximum value of total score is 116.

- 1.49 Due Diligence: Following the evaluation of Applications, the Council may conduct a period of due diligence with the top scoring Suppliers prior to making a decision to progress to Tender Stage. Suppliers must ensure that they have a representative available to answer any clarification questions (if they arise) in relation to its Application submission and must be prepared to furnish the Council with copies of all documentation requested in respect of any self-certification.

The Council reserves the right to reject any Application where the Application response has not been fully completed or clarifications are not responded to by the deadline stipulated at the time of asking.

2 General Information and Instructions regarding your Application and this ITP

Submission of your Application: the submission of your Application must only be made electronically through The Sell2Wales portal. The Application will only be considered if it is submitted this way. Other methods of submission, such as email or **quick-response (QR) codes will not be accepted nor evaluated.**

Acceptance of bids: If any documents within the Submission contains a QR code, the Application shall be deemed non-compliant, and the Applicant shall be disqualified. If the Applicant submits their Application through use of a QR code, or the Applicant otherwise informs the Council that their Application or accompanying documents (we quote the para number where the docs required are listed) can be accessed through use of a QR code, it shall not be accepted, the Application shall be deemed non-compliant and the Applicant shall be disqualified. The Application shall be submitted strictly in accordance with this ITP.

Transparency: Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Council routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Council taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).

Where required, the Council will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Council for the specific purpose of assessing or assisting the Council in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

Language: All Applications must be in the Welsh and English language.

Format: Applications must be submitted in Microsoft Word and Excel format only. Supporting documentation must be in Microsoft Word or Excel format only. You will need to seek prior approval for any other format to be acceptable. The Council may reject your bid in its entirety if you fail to provide a Microsoft Word / Excel format when requested. Suppliers shall not change the format of the Application document and shall complete all Documents and Parts (where appropriate to the stage of the Application) without modifying the forms, questions or format of the questions. Non-compliance with this requirement may lead to rejection of the Supplier from the Application process. Any unauthorised amendment, qualification or deletion of, or addition to, the Invitation to Application issued by the Council may invalidate the Application.

Compliance: Applications must be fully compliant with the requirements detailed in this ITP documentation. No amendments to these documents should be made.

False Information / Misrepresentation: The provision of false or misrepresented information in any form will result in the Application being rejected.

Indicated Volumes: Suppliers should note that any stated contract values or volumes provided are estimates and given for information and guidance only and the Council shall not be bound by such estimates. Where estimated annual/whole-life usage/service levels/volumes are indicated in the ITP or ITT, such levels are approximate estimates of the annual/whole-life requirements of the proposed Contract. The Council does not guarantee that the usage/service levels/volumes will be restricted to/achieve the amounts stated in the ITP or ITT. The successful Supplier will be expected to honour the actual required usage/service levels at the Tendered rates.

Site Visits: Suppliers will be presumed to have taken into account any special difficulties associated with any sites and to have inspected a representative selection of the sites in relation to this opportunity. Information regarding Sites to visit, arrangements for inspection of the Sites and answers to other minor queries may be obtained by contacting the Council's Authorised Service Officer

The : Applications submitted via Sell2Wales can be submitted or amended as many times as you wish, up to the deadline date and time, although the final on time amendment will only be presented to the Council. Remember to re-submit your Application should you make an amendment, if you do not, the Council will not see any Applications from your organisation. Applications must be submitted strictly in accordance with Sell2Wales instructions.

To complete your Application via Sell2Wales you will need to follow the instructions on the site to enable you to return your submission electronically.

Guides, documents, and The FAQ sections are available to make Sell2Wales as user friendly as possible. These can be found on the homepage of <https://www.sell2wales.gov.wales/> under the help and resources tab.

Any technical problems associated with this ITP should be reported via ProcontractSuppliers@proactis.com or directly to <http://proactis.kayako.com/default>. For critical and time-sensitive issues (normally requiring resolution within 60 minutes) call 0330 005 0352.

General Guidance on Completing ITP Response: It is very important that you fully answer all the questions that apply to your particular company or organisation. Your application will be rejected if you do not answer all the relevant questions. We may require you to provide additional documents or information to clarify your ITP after you have submitted it.

All Response Sections must be completed without ambiguity and returned as per the instructions provided.

- Explicit and comprehensive responses must be given to the questions as this will be the single source of information, in conjunction with any clarifications/presentations/interviews if required. No assumptions must be made about the information available to the Council and you must therefore make sure that all information you wish the Council to take into account during the process is contained within your Application, within the limits stated.
- Any requests for clarification relating to the Procurement must be submitted via The question and answer facility, no later than the deadline in the Procurement Timetable in 1.4, to allow the Council sufficient time to respond prior to the closing date for receipt of submissions. The Council will respond to requests for clarification submitted in accordance with these requirements as soon as possible. It is the responsibility of each Supplier to monitor all clarifications issued by the Council. The Council accepts no liability for any Supplier's failure to keep up to date with clarifications issued.
- It is essential, and the responsibility of the Supplier, to ensure that all supporting documents have been referenced appropriately. Responses can be supported by any relevant documents, illustrations; maps or charts within the limits stated; however please do not include general marketing or promotional material.
- If a Supplier omits in genuine error to include any document or supporting information which has been requested by the Council and referenced by the Supplier in its response to the ITP, then the Council may (in its absolute discretion) request these missing documents to be supplied.

The Council shall not be obliged to request submission of such document or information and reserves the right to take such action (including rejection of a Supplier) as it may determine is appropriate in the circumstances.

Property and Confidentiality: The contents of this ITP and of any other documentation sent to you in respect of this process are provided on the basis that they remain the property of the Council and must be treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations. If you are unable or unwilling to comply with this requirement you are required to destroy this document and all associated documents immediately and not to retain any electronic or paper copies.

No Publicity: No publicity in relation to the ITP or the contract must be undertaken by bidder during the procurement process.

No Warranty: This ITP is made available in good faith but no warranty is given as to the accuracy or completeness of the information contained in it and any liability arising of any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers. In the event that discrepancies are discovered within the ITP documentation, the Council should be notified via The portal immediately.

Suitability: Suppliers should note that notwithstanding the invitation to submit an Application; the Council makes no representations regarding Suppliers' financial ability, technical competence or ability in any way to provide the Services/Supplies

Amendments to ITP: At any time after the issue of the ITP and before the closing date for the submission, the Council reserves the right to make amendments to the documentation or vary the process. The Council reserves the right at any time to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions. Suppliers must take these amendments into account in the preparation of their Application Response.

Modifying the Procurement: The Council reserves the right at any time:

1. to alter the Procurement Timetable for this Procurement.
2. to rewind and re-run any part of the Procurement on the same or alternative basis
3. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage.

Right to Seek Clarifications: The Council reserves the right to request clarification from a Supplier at any time about any matter of their Application. Where a time limit is given for receipt of a response, and this deadline is missed, the Council may reject the Application or not consider the late response to the clarification when finalising the evaluation.

Right to Stop: The Council reserves the right to cancel this process at any time. The Council is not liable for any costs resulting from any cancellation of this process. The Council does not bind itself to accept the lowest; or any Application or Tender submitted and shall be at liberty to accept or reject (either in part or wholly) any Application or Tender (or modification of such Application or Tender) and/or abort the Tender process at any time prior to award. In such circumstances the Council shall not incur any liability in respect of the Application or Tender submitted and will not be obliged to commence evaluation, or continue to evaluate Application submissions, or be liable for any costs incurred in connection with preparing and/or submitting and/or negotiating an Application. All such costs shall be borne by the Supplier themselves

Option to direct award: The Council reserves the right to directly award additional or repeat, goods, works or services in accordance with Schedule 5, paragraph 8 of the Act. Additional guidance on the associated conditions that must be satisfied when seeking to rely on this option can be found in the following guidance (see [Guidance: Direct Award FINAL \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/direct-award)).

Non-disclosure agreement: Suppliers shortlisted to participate in the **(initial tender stage)** of this Procurement will be required to sign and return the non-disclosure agreement in accordance with the instructions provided therein. A copy of the non-disclosure agreement Document 11. Any Supplier that fails to comply with this requirement may be disqualified from the Procurement at the sole discretion of the Council.

Freedom of information and environmental information: All information relating to any Application made to the Council or any contract to which the Council is party, including information arising under the contract or about its performance is subject to the 'Freedom of Information Act 2000' (FOIA) and 'Environmental Regulations 2004 (EIR) irrespective of when that contract was entered into. The council will be under obligation to disclose such information unless an exemption applies. The Council alone has the duty to determine whether an exemption applies to information and whether the request should be acceded to or refused.

In the absence of special circumstances, an Application will be available under FOIA and EIR unless a Supplier has notified the Council that it regards any of the information supplied with its Application to be reserved information (as stated within the FOIA / EIR section), such as unit prices or more detailed pricing information).

The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

- has not been clearly marked as such with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information; or
- where directed to disclose such information by the ICO or any judicial body;

Bribery/Canvassing/Collusion: Any Supplier who directly or indirectly canvasses any official of the Council or bribes or attempts to bribe concerning the award of the contract or who directly or indirectly obtains or attempts to bribe information from such official concerning the process will be disqualified and may also be guilty of a criminal offence that may be pursued.

Specifically, Suppliers must not directly or indirectly at any time:

- a) devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance
- b) enter into any agreement or arrangement with any other person as to the form or content of any other submission 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 submission
- c) enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement
- d) canvass any employees, members or agents of the Council in relation to this Procurement
- e) attempt to obtain information from any of the employees, members or agents of the Council or their advisors concerning another Supplier or submission

- f) carry out any other co-operation or collusion with another Supplier or any other person which the Council considers capable of undermining fair competition

Whistleblowing: The Council takes fraud, misconduct or corruption seriously and is committed to eradicating it. Our policies include a whistle blowing procedure, which enables employees, and staff within partner and contracting organisations to raise, in good faith, any concerns they may have without fear of victimisation. Such concerns may include:

- Health and safety risks;
- Damage to the environment;
- Abuse of vulnerable clients;
- Fraud, bribery and corruption; and,
- Any conduct which is illegal.

Further details can be found on the Council's internet site. Please ensure that your staff is familiar with these whistle blowing arrangements.

Anti-competitive behaviour: Suppliers are reminded of their obligations under applicable competition laws. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Council under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

Conflicts of interest Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Council or its advisers. Suppliers must notify the Council immediately of any actual, potential or perceived conflict of interest.

In the event of any actual, potential or perceived conflict of interest, the Council shall in its absolute discretion decide on the appropriate course of action. The Council reserves the right to:

- a) exclude any Supplier that fails to notify the Council of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
- b) request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Council. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process

The Council strongly encourages the supplier to communicate as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

Conflict assessments: The Council confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

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

It is not anticipated that the supplier is to have direct contact with children, students, or vulnerable adults during any delivery or attendance at the premises throughout the borough. If this situation changes throughout the duration of the contract, the Council must be notified immediately. Please note, it is the responsibility of the supplier to whom a contract is awarded, to ensure that those persons engaged in undertaking these duties under that contract (including employees, agents, subcontractors, and any others) are of good character and fit and proper and do not have any relevant convictions that would make it inappropriate that they perform their duties under the contract at Council premises, schools, suppliers premises, or any other site.

Terms and Conditions: If you are successful at being taken through to the Tender Stage, and should you be identified as the winning bidder, you will be required to enter into a Contract with the Council for the provision of the Requirements ("the Contract"). In submitting your Application, you agree to contract on the attached terms and conditions (Document 4). The Council cannot accept amendments to its terms and conditions or alternative terms and conditions. If you seek to amend the Council's terms and conditions or submit alternative terms and conditions the Council may reject your application.

TUPE: The attention of Suppliers is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006, and as amended ("TUPE") which apply to the transfer of undertakings and award of service contracts.

It is the Council's view that TUPE will apply to this procurement exercise in the event of this agreement being awarded to persons other than those currently providing all or part of the services. However, it is each Suppliers responsibility to consider whether or not TUPE applies and the consequences for them if they are the successful Supplier. Suppliers should seek their own legal advice as to whether TUPE will apply and the financial implications for their Bid.

If TUPE applies, then the contracts of employment of staff currently performing the service will transfer on the same terms and conditions with all liabilities and full continuity of employment to the successful Supplier.

A successful Supplier may be a potential transferee for the purposes of TUPE. The Council does not warrant that there will be sufficient existing employees in a position to transfer without relying on other resources nor that such existing employees will be willing to transfer to such Supplier.

The Council will provide the TUPE information to Suppliers upon receipt of a Non-Disclosure Agreement submitted via the Messages function on The Sell2Wales Portal.

Parent Company Guarantee or other securities: Where a successful Supplier has indicated in their response to Part 3 of the 3A. Response Document (Wales Procurement Specific Questionnaire) (Document 3A) that their immediate or ultimate parent or holding company (as applicable) is prepared to guarantee their performance of the service under the Contract, then the Council reserves the right to request at the same time it awards the Contract a Deed of Guarantee and Indemnity in the form set out in Document 8. This decision is made solely by the Council.

If required, the guarantee:

- a) MUST be duly signed by the relevant immediate or ultimate parent or holding company of the successful Supplier (as applicable), as specified in Part 3 of the completed Procurement Specific Questionnaire;
- b) but NOT dated; and
- c) sent in duplicate prior to the Contract being awarded

Failure by the successful Supplier to supply this document, where they have otherwise indicated that they will procure such a guarantee in their response in their response to question 14 of the Wales Procurement Specific Questionnaire document will result in the award of the Contract and the commencement date for the provision of service being delayed. If the successful Supplier refuses to provide the required form of Deed of Guarantee and Indemnity, then the Council reserves the right to award the Contract to the next highest scoring Supplier on this procurement exercise.

The Council will not accept any proposed amendments to the terms and conditions to the form of Deed of Guarantee and Indemnity. Any attempt to amend the terms and conditions may also result in the Application being equivocal and the Supplier not being awarded the Contract, whereby the Council will award the Contract to the next highest scoring Supplier on this procurement exercise.

Where the Supplier's parent company is incorporated outside the United Kingdom, the Council will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier's own cost and expense) as to the capacity/Council of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.

Notwithstanding the above, the Council may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where the Council specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier's exclusion from the Procurement.

3 Construction Industry Scheme

Bidders are hereby notified that the contract in question falls under the scope of the Construction Industry Scheme (CIS). Initially introduced in 1971 to streamline the collection of taxes from construction operations, this Scheme remains in effect following various updates and amendments over time.

Under the CIS, the Council commissioning construction projects is classified as a "Contractor," while entities performing construction work are classified as "Subcontractors." Consequently, the successful bidder awarded this contract will be deemed a Subcontractor for tax purposes under the Scheme.

The Scheme requires Contractors to deduct a portion of payments due to Subcontractors and remit it to HM Revenue and Customs (HMRC). These deductions serve as advance payments towards the Subcontractor's tax liability and National Insurance contributions. Payments made by Contractors to Subcontractors must account for the Subcontractor's tax status, as determined by HMRC. That will provide a basis to ascertain a deduction, which applies to the portion of the payment not covering material costs incurred by the Subcontractor.

Should you have any questions regarding the applicability or scope of the CIS, please feel free to contact the Council for clarification.

4 Council Initiatives and Key Policies

Social Value

Social Value is extremely important to the Isle of Anglesey County Council, and we are committed to a performance and evidence-based approach to Social Value based on the National TOMs (Themes, Outcomes, Measures) developed by the National Social Value Task Force.

More details are contained in the Invitation to Tender documents.

Modern Slavery and Responsible Procurement

The Council is committed to responsible and ethical procurement practices and aims to achieve this through the Responsible Procurement Strategy and supporting policies.

The Council recognises its responsibility to take a robust approach to ethical and sustainability issues, especially around modern slavery and human trafficking, which it is absolutely committed to preventing, within its supply chains. All suppliers to the Council are expected to abide by the Councils Core and Additional Expectations as set out in the Responsible Procurement Strategy

The Council is committed to sourcing services, supplies, and/or works in a way that takes into account ethical and sustainable considerations, including economic, social, labour, and environmental factors, whilst always aiming to procure and act in a way that is morally right, open, fair, and transparent

Real Living Wage:

In accordance with Council objectives, and our obligations under the Public Services (Social Value Act) 2012 we commend the adoption of the Real Living Wage (RLW) to our contractors and suppliers.

The RLW is a voluntary rate of pay announced annually by the Living Wage Foundation and is based on an independent assessment of the real cost of living based on a number of indicators, including goods and services, which represent what people need to meet their basic everyday needs.

More details are contained in the Invitation to Tender documents.