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CARDIFF COMMUNITY HOUSING ASSOCIATION LIMITED

INVITATION TO TENDER

Procurement for the provision of CCHA-(2026-2027)-010 - Aids for Daily Living

Contract Duration – 2 years with the option to extend for another two years
on a 1+1 basis

Procurement Contact – James Harding

**Tender Return Date: Wednesday 2 September
2026**

Note: These Instructions to Bidders and General Information are provided for the assistance of Bidders and should be read in conjunction with all the other Tender Documents. Bidders must make sure that they read and understand all the tender documents before they complete their tender.

Cardiff Community Housing Association is registered under the Co-operative and Community Benefit Societies Act 2014, with charitable status No.21667R.

Welsh Assembly Government Registration No. L035
Web Address ccha.org.uk



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1. Introduction

- 1.1 The Contract covers the provision of Aids for Daily Living with the value of the Contract to be paid through the purchase of services from the successful Bidder. Full specifications outlining the provision required are included in the tender and CCHA recommends bidders read all such documents carefully to ensure they can fulfil all requirements prior to submitting a tender response.
- 1.2 The Tender is issued by CCHA in connection with a competitive procurement conducted in accordance with the Open Tender Procedure under the Procurement Act 2023.
- 1.3 No information contained in this Tender, Sell2Wales portal, or in any communication made between the Contracting Authority and any Bidder in connection with the tender process, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered or concluded in this procurement.
- 1.4 The Contracting Authority reserve the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time and not award a contract. Under no circumstances shall the Contracting Authority incur any liability in respect of the Tender Documents or any supporting documentation. Should any change require the Contracting Authority to re-advertise this will be carried out as per the requirements of the relevant Directives.
- 1.5 Direct or indirect canvassing of any employee or agent of the Contracting Authority by any Bidder concerning this requirement, or any attempt to procure information from any employee or agent of the Contracting Authority concerning the Tender documents may result in the disqualification of the Bidder from consideration for this requirement.
- 1.6 The Contracting Authority will not reimburse and shall not under any circumstances whatsoever be responsible for, any costs, charges or expenses incurred by Bidders during the competition.
- 1.7 All tenders must be held open for acceptance for a period of 180 days or to the anticipated award date (whichever is longest), from the deadline for receipt of tenders stated in the body of this document.

2. Contract Term

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- 2.1 The Contracting Authority proposes to let a contract (the “Contract”) for a period of 2 years with the option to extend for another 2 years on a 1+1 basis based on performance and mutual agreement.

3. The Procurement Process

- 3.1 The procurement process leading up to an award of contract will be undertaken under the Procurement Act 2023 by way of the Open Tender procedure. The objective of the procurement is to award a contract to a sole supplier based on the most economically advantageous tender.
- 3.2 An indicative procurement timetable is set out in body of the documents.
- 3.3 Once the Contracting Authority has reached a decision in respect of contract award it will notify all participating bidders of that decision ~~and provide a standstill period of 10 calendar days before letting a contract.~~

4. Awarding Strategy

- 4.1 The Bidder with the highest combined quality and cost score will be awarded the Contract.
- 4.2 However, the Contracting Authority is not bound to award a Contract and reserves the right not to do so.

5. Usage

- 5.1 All usage is estimated and is subject to change.

6. Process and Timescale

- 6.1 The proposed procurement timetable is set out below. The timetable is intended as a guide and, whilst the Contracting Authority does not intend to depart from the timetable, it reserves the right to do so at any time.

Milestones	Date
Tender issue	5 August 2026

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Clarification Deadline	19 August 2026
Deadline for tender submission	2 September 2026
Tender Evaluation	16 September 2026
Approval	30 September 2026
Contract commencement (as per timeline provided in the specification)	1 December 2026

7. Tender Submission

- 7.1 In response to the Invitation to Tender, Bidders are required to complete all documents that are issued.
- 7.2 The Contracting Authority reserves the right to enter post tender clarifications at its discretion if additional clarify is required from bidders.

8. Queries about the Procurement

- 8.1 All requests for clarification or further information in respect of the Tender should be submitted by messaging before the clarification deadline as set in the milestones. No approach of any kind in connection with Tender should be made after the deadline, or associated with, the Contracting Authority, their employees or their professional and/or technical advisors. Doing so may lead to Bidders being excluded from this procurement.
- 8.2 Where any clarification question results in either a change to the ITT or is a matter of general information the response and, if appropriate the question that prompted it, will be provided to all the Bidders. Should a Bidder be concerned about general disclosure (for example, on the basis the request or response contains commercially confidential information or may give another bidder a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other Bidders" and the Bidder must set out the reason(s) for the request for non-disclosure to other Bidders.
- 8.3 If the Contracting Authority believes that the question or response is not commercially sensitive or should otherwise be disclosed to all the Bidders, it will notify the Bidder accordingly. Where the Contracting Authority and the Bidder are unable to agree, the Bidder must confirm in writing either that the query is withdrawn or can be treated as non-confidential. The Contracting Authority will deem that the query has been withdrawn if not contacted in writing within three working days.

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8.4 The Tender Documents are provided on the same basis to all Bidders.

8.5 If the Contracting Authority consider any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form (to the extent that this is reasonably practicable), to all Bidders that are participating in the Tender phase of this procurement process.

8.6 Subject to the criteria listed in the tender documents, all responses received and any communication from Bidders will be treated in confidence.

9. Additional Information

9.1 The Contracting Authority expressly reserve the right to require a Bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this Tender.

10. Bidder Contact Point

10.1 It is the sole responsibility of Bidders to ensure that their access to this tender exercise promptly.

10.2 Any clarification messages issued by bidders following the deadline for clarification messages will not be responded to by the Contracting Authority unless the message identifies any material issues with the tender.

10.3 Bidders may be required to answer post tender clarification messages. If the bidder does not adhere to any response timescales listed in the clarification message their bid may be rejected.

11. Instructions for Tender Completion

11.1 Recipients are invited to complete the Tender and to submit it on Sell2Wales, together with any requested supporting information, to the Contracting Authority by the due date for return in accordance with the procedures set out in the Tender documentation.

11.2 Bidders should answer all questions as accurately and concisely as possible in the same order as the questions are presented.

11.3 Questions must be answered in English or in Welsh.

11.4 Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, will

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mean that a Bidder's submission will be scored accordingly and may mean that a Bidder is excluded from the process. In the event that none of the responses are deemed satisfactory, the Contracting Authority reserves the right to terminate the procurement and where appropriate re-advertise the procurement.

- 11.5 Bidders must be explicit and comprehensive in their responses to the Tender as this will be the single source of information on which responses will be scored. Bidders are advised neither to make any assumptions about their past or current supplier relationships (if any) with the Contracting Authority nor to assume that such prior business relationships will be taken into account in the evaluation procedure, unless they are (1) expressly referenced in the appropriate section of the Tender and (2) relevant to the question being answered.
- 11.6 Bidders must tender for all product lines as no partial awards shall be made. Failure to provide a tender for **all requirements** will result in automatic elimination from the tender.
- 11.7 For clarity, bidders are required to complete and submit the following documents and Appendices as a part of their tender submission;

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12. Tender Submission Deadline

- 12.1 The responses must be submitted through the portal no later than:

14:00 Wednesday 2 September 2026

- 12.2 Please note that Tender responses received after the closing deadline will be rejected.

13. Submission of Tenders

- 13.1 Bidders should note that any error or failure in the Bidder's IT system is the responsibility of the Bidder, and the Contracting Authority cannot be held responsible for any failure to submit tenders due to an error or failure in the IT system of the Bidder.
- 13.2 If the Bidder makes changes to its submission prior to the closing date set out above, the Bidder must ensure that the changes are saved on the e procurement portal. **A further receipt will not be issued.** If the Bidder is unsure if the changes have taken effect, it must contact the Sell2Wales helpdesk.

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14. Right to Reject Bidder Responses

- 14.1 The Contracting Authority reserves the right to reject or disqualify a Bidder where;
- A Tender response is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Contracting Authority's Requirements which have been notified to Bidders.
 - The Bidder and/or a member(s) of its supply chain are guilty of material misrepresentation in relation to information provided by the Bidder during the pre-qualification stage and/or in connection with any Tender response.
 - The Bidder and/or a member(s) of its supply chain contravene any of the terms and conditions of this ITT or other document issued by the Contracting Authority.
 - There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or a member(s) of its supply chain.

15. Tender Evaluation Process

- 15.1 The Evaluation process will be conducted as detailed in the tender documentation; criteria are as follows:

Criteria	Percentage weighting
Technical/Quality	70%
Commercial	30%
Total	100%

- 15.2 Further information on the quality evaluation can be located in the Technical Response Template.
- 15.3 Any responses that score 40 or below will automatically be excluded from proceeding to the commercial stage and therefore the bidder will be eliminated from the procurement process.
- 15.4 The evaluation of price will be based on the 'Total Price'. The tender with the lowest 'Total Price' will be given the maximum score, all other tenders will be scored proportionately as a percentage of the lowest 'Total Price'. The rates provided will also apply to any adhoc requirements that may arise over the duration of the contract.
- 15.5 The Specification and Terms and Conditions, and any clarification during the tendering phase, will be incorporated to any contract awarded and will be contractually binding.

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Bidders are strongly advised to review the Specification and Terms and Conditions carefully to ensure the tender submitted is able to satisfy the requirements in full and be bound by its response to this Tender.

16. Pricing

16.1 All pricing **must** be capped for initial 2 years of the contract. Any potential contract participant who does not agree to cap prices for the full length of the agreement or does not agree to the provisions of this section of the ITT for adjustment to prices will be treated by CCHA as non-compliant and their tender submission will be rejected by CCHA.

16.2 For the commercial element, the total marks available for price shall be 70%. The marks for price shall be calculated based on the lowest priced compliant Tender gaining the full 100% available with the remaining Tenders being allocated marks using the following formula (rounded to 2 decimal points):

$$\text{Score} = \frac{\text{Lowest Tender Price} \times \% \text{ available}}{\text{Tender Price}}$$

16.3 All prices provided must exclude Value Added Tax (VAT).

17. Confidentiality

17.1 The ITT is supplied to Bidders on condition that it is used in connection with the preparation of the Tender and for no other purpose. The information contained in the Invitation to Tender is confidential and must not without the Contracting Authority's prior written consent be copied, reproduced, distributed or passed to any other party, other than as strictly required by Bidders in order to obtain appropriate professional advice or for the preparation of tender and in such circumstances on an undertaking in the same terms as this Condition regarding confidentiality first being obtained in writing from the receiving party.

17.2 Save as specified below, the Contracting Authority will keep confidential bids and any other information supplied by Bidders during the bidding process and will use reasonable endeavours to prevent any disclosures by their agents, officers and employees. Whilst the Contracting Authority will be reasonable as regards the protection of commercially sensitive information, it can only do so in so far as compatible with its obligations under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any codes or guidance from time to time in force under them.

17.3 No publicity regarding this contract, the selection of the successful Bidder or the award of the contract will be permitted unless and until the Contracting Authority has given express

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written consent to the relevant communication. No statements should be made to the press or other similar organisations regarding the nature of any bid, its contents or any proposals relating thereto without prior written consent.

18. Canvassing

- 18.1 Any Bidder who directly or indirectly canvasses any member, employee, agent or contractor of the Contracting Authority concerning the award of the contract and/or the process leading to that award or who directly or indirectly obtains or attempts to obtain information from any such member, employee, agent or contractor concerning any other Bidder, tender or proposed tender is liable to be disqualified.

19. Representations and Warranties and other Conditions

- 19.1 Whilst the information in the ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Contracting Authority does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information nor does it make any representation or warranty express or implied with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Bidder or its professional advisers.
- 19.2 Each Bidder to whom the ITT is made available must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the contract. For the avoidance of doubt only representatives of the Contracting Authority are authorised to provide or clarify any information in relation to the ITT and only via Sell2Wales.
- 19.3 The Contracting Authority reserves the right to withdraw from the procurement process at any stage. No warranty is given that the Contracting Authority will enter into any contract based upon the draft contract provided with the ITT. The Contracting Authority reserves the right to accept any tender in whole or in part.
- 19.4 The Contracting Authority reserves the right to issue supplementary documentation at any time during the process in order to clarify any issue or amend any aspect of the ITT information. All such further documentation issued by the Contracting Authority during the bidding process shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated. The Contracting Authority may exercise the option to extend the deadlines within the ITT, in the event that subsequent documentation is issued or for any other reason whatsoever.



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- 19.5 The Contracting Authority reserves the right to cancel the tender process at any stage; amend the terms and conditions of the tender process; require a Bidder to clarify its submission in writing and/or provide additional information. Failure to respond adequately may result in a Bidder being disqualified.

20. Consortia and sub-contracting

- 20.1 Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a role in the delivery of services or products under any ensuing contract. Responses must enable the Awarding Authority to assess the overall service proposed.
- 20.2 Where the proposed prime contractor is a special purpose vehicle or holding company, information should be provided about the extent to which the SPV / holding company will call upon the resources and expertise of its members to fulfil the Requirement.
- 20.3 The Awarding Authority recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Bidders should therefore respond in the light of such arrangements as are currently envisaged. Bidders are reminded that any future change in relation to consortia and sub-contracting must be notified to the Awarding Authority so that it can make a further assessment and the Awarding Authority may apply the selection criteria to the new information provided.
- 20.4 A separate ITT must be submitted in the event that there are a number of potential consortia or prime contractor arrangements being considered.
- 20.5 Details should also be provided in relation to the proportion of any contract awarded that the potential Bidder proposes to subcontract.

21. Freedom of Information

- 21.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), all information submitted to the Awarding Authority may be disclosed in response to a request made pursuant to the FoIA.
- 21.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should:
- a. clearly identify such information as commercially sensitive;
 - b. explain the potential implications of disclosure of such information; and

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- c. provide an estimate of the period of time during which the potential Bidder believes that such information will remain commercially sensitive.

21.3 Bidders are required to submit their responses to the points as part of their on-line response.

21.4 Where a Bidder identifies information as commercially sensitive, the Awarding Authority will use reasonable endeavours (consistent with its obligations under the FOIA) to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Awarding Authority might be required to disclose such information in accordance with the FOIA. Accordingly, the Awarding Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

22. Conditions Applying to the Tenders

22.1 Each tender received by the Contracting Authority shall be deemed to be subject to the following Conditions unless the Contracting Authority shall previously have expressly agreed in writing to the contrary. Any alternative terms or conditions offered by or on behalf of a Bidder will, if inconsistent with the Conditions, be deemed to have been rejected by the awarding Authority unless expressly accepted by the Contracting Authority in writing.

23. Collusive Behaviour

23.1 Any Bidder who:

- a. Fixes or adjusts the amount of any bid by or in accordance with any agreement or arrangement with any other party; or



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- b. Communicates to any party other than the Contracting Authority the amount or approximate amount of its proposed bid or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the bid or insurance or any necessary security); or
- c. Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a bid; or
- d. Enters into any agreement or arrangement with any other party as to the amount of any bid submitted; or
- e. Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other bid or proposed bid any act or omission, shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

24. Signature

24.1 All documents requiring a signature must be signed:

- a. Where the Bidder is an individual by that individual;
- b. Where the Bidder is a partnership by two duly authorised partners; or
- c. Where the Bidder is a company by two directors or by a director and the secretary of the company such persons being duly authorised for that purpose.

25. Post Award Contract Management Procedures

25.1 Post award contract management procedures including periodic reviews of the successful Bidder's performance will apply to this contract including the monitoring of any specific KPI's specified.

26. Bid Membership and Eligibility

- 26.1 The Contracting Authority must be notified in writing of any change in the control, composition or membership of a Bidder that has taken place subsequent to the submission of the Tender response.
- 26.2 Similarly, the Contracting Authority must be notified in writing of any changes that have been made to the nominated suppliers or advisors. The Contracting Authority reserves the absolute right to withhold approval for any such changes and to disqualify the Bidder concerned from any further participation in the procurement process.

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27. Conflict of Interest

- 27.1 The Contracting Authority requires that all actual or potential conflicts of interest are resolved to its satisfaction prior to the submission of Tenders. In all instances the Conflicts of Interest Declaration should be completed and submitted via the e-tender portal messaging facility.
- 27.2 Without limitation, such conflicts of interest may be perceived by the Contracting Authority to arise in circumstances where:
- a. An organisation or any person employed or engaged by or otherwise connected with the organisation is carrying out, or has carried out, any work for the Contracting Authority in the last three (3) years; or
 - b. An organisation (or its advisors or any person employed or engaged by it) is potentially providing services for more than one prospective Bidder in respect of the procurement; or
 - c. An organisation employs or engages or has employed or engaged any person currently or formerly employed or engaged by or otherwise connected with the Contracting Authority.

28. Governing Law

- 28.1 The laws of England and Wales (as applied in Wales) and the exclusive jurisdiction of the Courts of England and Wales sitting in Cardiff; shall apply to this ITT, and, subject to applicable law, any dispute, including any non-contractual dispute arising therefrom.

29. Sustainable Risk Assessment

- 29.1 Cardiff Community Housing Association Limited's activities support and contribute to the success of the Welsh Government's sustainable development objectives, by the implementation of effective procurement processes that consider the wider social and environmental issues that can be addressed through its procurement processes.

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29.2 The successful supplier will be expected to support the Welsh Government Wales's sustainability agenda and improve its performance in respect of its carbon reduction commitment.

30. Community Benefits

At the award of contract, the successful contractor will be expected to work with CCHA to maximise the community benefits delivered through the contract.

Submission of this information is at the discretion of the tenderer, the method statement and any accompanying Community Benefits Plan will not be evaluated or scored as part of the tender application. However, should you choose to provide this information and you are subsequently awarded all or part of the Framework, then it will be an expectation of award that the Community Benefits Plan be implemented throughout the contract duration.

30.1 Training and Employment opportunities

Consider the opportunities to recruit and train long term economically inactive persons as part of the workforce delivering this contract, directly and indirectly through your supply chain. Suppliers can also consider the opportunity to offer apprenticeships and other employment and training opportunities throughout the life of the contract.

30.3 Value Added Services

Suppliers will also be encouraged to secure other value-added, positive outcomes that would benefit the community they operate within, for example:-

- Provide educational opportunities to local schools
- Work with local schools and colleges - work experience/work placements
- Contribute to community regeneration schemes

30.4 Monitoring

It is the Client's intention to use its Community Benefits Measurement Tool to assess the additional value delivered through this contract. Information must be reported on an annual basis, and as a guide key information will include:-

- Breakdown of contract spend on business/suppliers' verses people/staff
- Amount spent with Welsh based suppliers
- Amount spent on Welsh based SMEs
- Amount spent on Welsh based third sector enterprises
- Amount spent on Welsh based staff
- Total number of unemployed people hired
- Training completed

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- Community engagement & contributions

31. Disclaimer

32.1 Information contained in this ITT and any supporting information referred to herein or provided to Tenderers by the Buyer have been prepared in good faith. The Buyer does not warrant that this information is comprehensive or that it has been independently verified. Neither the Buyer nor its representatives accept any liability for the information contained in this ITT or shall be liable for any loss or damage arising as a result of this ITT.

32.2 Any Tenderer considering entering into contractual relationships with the Buyer should make its own investigations and independent assessment of the Buyer.

32.3 If having read the enclosed specification you decide not to submit a tender, I would be grateful if you could send your reasons (though you are under no obligation to do so) to James.Harding@ccha.org.uk