

Fleet Vehicle Servicing, Repair & Maintenance Contract

Invitation to Tender

Volume 1 – Instructions to Tenderers

CWM Environmental Ltd. Reference: FVSR2 2026

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OVERVIEW

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

CWM Environmental Ltd. invites tenders for fleet vehicle servicing, repair and maintenance services in accordance with the terms of this ITT. The ITT is divided into three volumes:

- **Volume 1** sets out the instructions for submitting a tender, including information relating to the responses required on the Sell2Wales (<https://www.sell2wales.gov.wales/>) e-tendering portal, together with the tender appendices.
- **Volume 2** sets out the Specification for the services.
- **Volume 3** contains the Contract to be entered into between CWM Environmental Ltd. and the successful Tenderer.

The Qualification Questionnaire (**ESPD – FVSR2 2026**), including its Financial Test tab, is provided as an Excel workbook in the Qualification Envelope on the Sell2Wales portal and must be completed and uploaded by every Tenderer (see Section 5.1).

The following Additional Information documents are provided in the Attachments Area of the Sell2Wales portal: Additional Information 1 – Vehicle Schedule; Additional Information 2 – Vehicle Service Planner; Additional Information 3 – KPI Reporting Template; and Additional Information 4 – Pricing Schedule.

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

INSTRUCTIONS FOR TENDERING

1. INTRODUCTION

- 1.1 CWM Environmental Ltd. intends, through a competitive tender, to award a contract for Fleet Vehicle Servicing, Repair and Maintenance (the **Contract**) for an initial period of **three (3) years**, with the option, at CWM Environmental Ltd.'s sole discretion, to extend for a further single period of **one (1) year**.
- 1.2 The Contract will cover the planned safety inspection, servicing, brake testing, annual test (MOT) preparation and presentation, tachograph inspection and calibration, breakdown, mobile repair and general repair and maintenance of CWM Environmental Ltd.'s heavy goods vehicle fleet and trailers, together with a small number of associated commercial vehicles of 7.5 tonnes and below, as described in Volume 2 (Specification) and Additional Information 1 – Vehicle Schedule (the **Fleet**).
- 1.3 Vehicles held by CWM Environmental Ltd. under lease or hire arrangements, where servicing and maintenance are provided by the leasing or hire company, are excluded from the scope of the Contract. Thorough examination of lifting equipment under the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) is not included in the Contract. CWM Environmental Ltd. does not require the provision of relief or courtesy vehicles.
- 1.4 CWM Environmental Ltd. anticipates that the size and composition of the Fleet will change during the Contract Period, including the addition of further articulated tractor units, walking floor trailers and commercial collection vehicles. Vehicles may be added to or removed from the Fleet in accordance with Volume 2 (Specification) and Clause H1 (Contract Variation) of Volume 3 (Contract), and additional vehicles will be serviced and maintained at the rates tendered. No guarantee is given as to the timing or extent of any change to the Fleet.
- 1.5 The anticipated Commencement Date of the Contract is **Friday 20 November 2026**.

- 1.6 The estimated total value of the Contract, including the optional extension period, is £1.6M excluding VAT. This estimate is provided for information only and is not a guarantee of any level of spend.
- 1.7 The following information gives instructions on how tenders are to be presented and the timescales for submission. Failure to comply with these instructions may, at CWM Environmental Ltd.'s discretion, result in a tender being excluded from the evaluation process.
- 1.8 Every tender received by CWM Environmental Ltd. shall be deemed to have been made subject to the terms of this ITT. Save for any clarifications, or except where CWM Environmental Ltd. considers at its sole discretion that certain terms are inconsistent or redundant, the Contract terms are **non-negotiable**. Any tender submitted which seeks to vary or alter the proposed Contract terms may be deemed **non-compliant**, and the Tenderer may be excluded from further participation in the tender process.
- 1.9 CWM Environmental Ltd. does not warrant that it will place any particular volume of work under the Contract. CWM Environmental Ltd. does not bind itself to accept the lowest or any tender. CWM Environmental Ltd. shall not be liable for any loss or expense incurred by any Tenderer as a result of its decision not to award the Contract to any Tenderer.
- 1.10 CWM Environmental Ltd. does not consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (**TUPE**) will apply to the award of this Contract. Tenderers should nevertheless take their own advice on the application of TUPE, and no warranty is given by CWM Environmental Ltd. in this respect.

2. PROCUREMENT PROCEDURE

- 2.1 This procurement is being conducted as an open procedure under the Procurement Act 2023 and the Procurement Regulations 2024, together with CWM Environmental Ltd.'s Standing Orders.
- 2.2 A tender notice will be published on Sell2Wales. The Sell2Wales portal will be used to manage the tender process, including issuing tender documents, providing clarifications and receiving tenders.
- 2.3 Tenderers must be registered on the Sell2Wales (<https://www.sell2wales.gov.wales/>) e-tendering portal and must share their core supplier information with CWM Environmental Ltd. via the Central Digital Platform in accordance with the Procurement Act 2023 before the tender submission deadline.
- 2.4 The Qualification Questionnaire (ESPD) supplements, and does not replace, the core supplier information shared via the Central Digital Platform. Tenderers must ensure that the information given in the ESPD is consistent with their core supplier information. In the event of any inconsistency, CWM Environmental Ltd. may seek clarification and may treat a material inconsistency as misrepresentation.

3. COMPLIANT TENDER

- 3.1 In order to submit a compliant tender, Tenderers are required to fully respond to the Qualification Questionnaire (ESPD), the mandatory self-declaration questions and the pricing and quality questions contained in the response envelopes on the Sell2Wales portal under this ITT and must demonstrate that they are capable of delivering the services from the Commencement Date and for the full term of the Contract.
- 3.2 Tenderers must not be an excluded supplier within the meaning of the Procurement Act 2023. Tenderers must answer every exclusion question in Sections 3A (Mandatory Exclusion Grounds) and 3B (Discretionary Exclusion Grounds) of the ESPD. Where a Tenderer answers "Yes" to any question, it must provide full details, including any steps taken to prevent the circumstances from recurring, which CWM Environmental Ltd. will

take into account in determining whether the Tenderer is an excluded or excludable supplier.

- 3.3 If any of the mandatory or discretionary exclusion grounds become applicable after information has been submitted, the Tenderer must inform CWM Environmental Ltd. immediately. Failure to do so may result in the Tenderer being excluded from the procurement or any Contract awarded being terminated.

4. INSTRUCTIONS FOR CONSORTIA BIDS

- 4.1 Submissions are welcomed from consortia. In the case of a consortium tender, the members of the consortium must nominate a lead body which will either enter into the Contract on behalf of the consortium (if using the Lead Body model) or else provide details of the special purpose vehicle and confirmation that it will be incorporated as a legal entity and become party to the Contract on behalf of the consortium.
- 4.2 In the 'Lead Body model' there would be no requirement to establish a legal company if the lead body was an existing legal company. A 'Joint Working Agreement' supported by individual accounts would meet this requirement where a 'Lead Body model' approach is being taken.
- 4.3 For a 'Special Purpose Vehicle' approach, a separate legal entity would need to be established as an incorporated company due to liability of contract. The company could be formed on condition of contract. This would require clear explanation of how the 'Special Purpose Vehicle' will be constituted during the procurement process.
- 4.4 The lead body must complete ESPD questions 2A8 and 2A8b. Each other consortium member must provide its own completed ESPD (in Excel format, available on request via the Sell2Wales messages area), as required by ESPD question 2A8a. The Financial Test will be applied to each consortium member, and CWM Environmental Ltd. may take into account the combined financial standing of the consortium and any guarantee offered.
- 4.5 Tenderers should note that the legal obligations and liabilities of any proposed consortium must be borne by an entity or entities which satisfy the financial and economic requirements referred to in this ITT (having regard, where appropriate, to any parent or ultimate holding company which will provide a guarantee or guarantees for that purpose) and shall be assessed by CWM Environmental Ltd. at its sole discretion.
- 4.6 It is the responsibility of the proposed consortium's lead organisation to compile a consolidated response to this tender on behalf of each member of the proposed consortium. Where a consolidated response is not possible, information should be given in respect of the lead organisation. Relevant information should also be provided in respect of consortium members which will play a significant role in the delivery of the Contract.
- 4.7 CWM Environmental Ltd. will not be required to enter into the Contract with a consortium which is differently constituted to that which submitted the tender. Any membership changes to the consortium after award must be approved by CWM Environmental Ltd., and the reasoning for the proposed changes must be clear.
- 4.8 Potential consortia are directed to the Welsh Government's Joint Bidding Guide, which contains practical tools for organisations considering submitting consortium bids:
<https://gov.wales/joint-bidding-public-contracts-guidance-consortia>

5. TENDER DOCUMENTS TO BE SUBMITTED AS PART OF THE SUBMISSION

5.1 Qualification Envelope

- 5.1.1 Tenderers are required to complete every question in the Qualification Questionnaire (ESPD – FVSR2 2026), including the Financial Test, and upload the completed Excel

workbook to the Qualification Envelope. Where a question does not apply, Tenderers should state “Not Applicable” rather than leave it blank.

- 5.1.2 The Qualification Envelope will be assessed on a pass/fail basis. Any Tenderer that fails any pass/fail element of the qualification will be excluded from the rest of the process. The ESPD sections will be assessed as follows:

ESPD section	Questions and assessment	Assessment	Evidence (preferred Tenderer – Appendix 6)
2 – Bidder Information (2A1–2A11)	Identification, organisation type, SME status, consortium and sub-contracting arrangements. Under 2A10 and 2A11 Tenderers should state any relevant registration or authorisation held or relied upon (for example DVSA Approved Tachograph Centre status or use of an Authorised Testing Facility).	Information (2A8a/2A8b compliance required for consortia)	Registration details; authorisations verified at site visit
3A – Mandatory Exclusion (3A1a–3A2b)	Confirmation that no mandatory exclusion ground applies.	Pass/Fail	Not required unless “Yes”
3B – Discretionary Exclusion (3B1–3B11)	Details must be given for any “Yes” response.	Pass/Fail (at CWM’s discretion)	Details and supporting information
4A – Economic and Financial Standing (4A1–4A14)	Accounts, Financial Test (see paragraph 5.1.3), main business activities, turnover (information only), VAT, business type and DUNS number (if held).	Pass/Fail	Accounts and financial information
4B – Technical and Professional Ability (4B1–4B2)	At least one, and up to three, contracts of a similar nature (HGV fleet servicing, inspection and repair) delivered within the last three (3) years; arrangements for managing sub-contractors.	Pass/Fail	Contract contact details and sub-contractor arrangements
4C – Modern Slavery (4C1)	Where section 54 of the Modern Slavery Act 2015 applies to the Tenderer, confirmation of compliance with its reporting requirements.	Pass/Fail	Link to published statement
4D – Insurance (4D1–4D5)	Confirmation that the Tenderer holds, or will hold by the Commencement Date, the insurances at the levels in Appendix 6.	Pass/Fail	Insurance schedules or broker letters
4E – Skills and Apprenticeships (4E1–4E2)	Commitment to apprenticeships and supply chain skills. Social value is scored separately at Q8.	Information	Not required
4J – Health and Safety (4J1–4J6)	Enforcement history, policy, competent person, COSHH arrangements and training.	Pass/Fail	Health and safety documents
4K – Environmental (4K1–4K4)	Environmental breaches (4K1); environmental management system and environmental policy (4K3–4K4).	4K1 Pass/Fail; 4K3–4K4 Information	Policy / EMS certificate where held
4L – Quality Management (4L1–4L2)	ISO 9001 or equivalent; quality management processes. Certification is not mandatory; equivalent documented processes will be accepted.	Information	Certificate or process summary where held

- 5.1.3 **Financial Test** – the accounts provided in response to ESPD 4A1 will be assessed against the four tests in the Financial Test tab of the ESPD. To pass, the Tenderer must meet the minimum requirement for each test in both of the last two financial years:
- (a) **Net Profit Margin** (profit before tax ÷ turnover) – must be greater than 1.0%;
 - (b) **Interest Cover** (operating profit ÷ interest payable and similar charges) – must be greater than 1.5. Where a Tenderer has no interest payable, this test will be treated as met;
 - (c) **Current Ratio** (current assets ÷ current liabilities) – must be greater than 0.8; and
 - (d) **Acid-Test Ratio** ((current assets less stock) ÷ current liabilities) – must be 0.5 or above (ESPD 4A14).

5.1.4 ESPD question 4A5 (turnover) is for information only. No minimum turnover applies.

5.1.5 Where audited accounts are not available (for example, because the Tenderer is exempt from audit), Tenderers should explain why at ESPD 4A1a and provide the accounts filed at Companies House or other accounts prepared by an accountant. Where a test is not met, Tenderers may provide an explanation or mitigating circumstances at ESPD 4A2a. CWM Environmental Ltd. will consider any explanation, may request supplementary information and may require a parent company guarantee, but reserves the right to award a Fail.

5.1.6 Tenderers must also confirm in the Qualification Envelope: that core supplier information has been shared via the Central Digital Platform; acceptance of the Contract terms and the Data Processing Agreement; that the Service Specification can be met (Pass/Fail); and agreement to the site visit, compliance audit and self-declaration requirements in Appendix 6 (Pass/Fail).

5.2 Technical Envelope

5.2.1 You are required to provide a response to every question in the Technical Envelope on the Sell2Wales portal. You must observe the page limit in the question guidance, and any part of your response which exceeds the page limit will not be evaluated. The document in which you should submit your responses is available for download from the Technical Envelope on the Sell2Wales portal.

5.2.2 Please note that the questions have been weighted according to their importance. Therefore, please ensure your response reflects this.

5.3 Commercial Envelope

5.3.1 You are required to complete Additional Information 4 – Pricing Schedule and upload it to the Commercial Envelope on the Sell2Wales portal. Please include all values in pounds sterling and exclusive of VAT.

5.3.2 Tenderers must state a firm rate for each of the rates P1 to P12 for each of Contract Years 1 to 4, as described in paragraph 10.2. Tendered rates must include all labour, consumables, travel, equipment, administration, overheads and profit. Parts will be charged at net invoice cost plus the tendered mark-up (P12), and DVSA annual test fees will be recharged at cost without mark-up. No mileage or travel charges are payable (Clause C1.4 and Schedule 3 of Volume 3).

5.4 Certificate as to Canvassing

5.4.1 Any Tenderer who directly or indirectly canvasses any member, officer or employee of CWM Environmental Ltd. concerning the award of the Contract will be disqualified. Tenderers must complete the Certificate as to Canvassing at Appendix 2. Refer to Appendix 5 – Document Checklist. Document templates are available for download in the relevant envelope on the Sell2Wales portal.

5.5 Certificate of Non-Collusive Tender

5.5.1 Any Tenderer who:

- (a) fixes or adjusts the amount of its tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person;
- (b) communicates to any person other than CWM Environmental Ltd. the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender);
- (c) enters into any agreement or arrangement with any other person that it shall refrain from bidding or as to the amount of any bid to be submitted; or
- (d) offers or agrees to pay or gives or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender relating to the Contract any act or omission,

will (without prejudice to any other civil remedies available to CWM Environmental Ltd. and without prejudice to any criminal liability which such conduct may attract) be disqualified.

5.5.2 Tenderers are required to sign the Certificate of Non-Collusive Tender set out in Appendix 3 and upload it to the Sell2Wales portal.

5.6 Confidentiality Document

5.6.1 Tenderers are required to note and sign the Important Notices document set out in Appendix 1, including the Schedule of Exempt Information. Refer to Appendix 5 – Document Checklist.

5.7 Tender Certificate

5.7.1 Tenderers must complete the Tender Certificate set out in Appendix 4. Refer to Appendix 5 – Document Checklist.

5.8 Insurance Declaration

5.8.1 Tenderers must confirm in Section 4D of the ESPD that they hold, or will hold by the Commencement Date, the insurances required at the levels set out in Appendix 6. Evidence of these insurances will be requested from the preferred Tenderer in accordance with Appendix 6.

5.9 Conflicts of Interest

5.9.1 CWM Environmental Ltd. requires that all actual or potential conflicts of interest are declared to CWM Environmental Ltd. and resolved to its satisfaction prior to the evaluation of tenders. Tenderers must also answer ESPD questions 3B7 (Conflict of interest) and 3B8 (Involvement in procurement preparation).

5.9.2 In the event of a conflict (or potential conflict) arising at any time during the procurement process, the affected Tenderer must report the actual or potential conflict, and the means for resolving it, to CWM Environmental Ltd. as soon as reasonably practicable.

5.9.3 Without limitation, such a conflict of interest may be perceived by CWM Environmental Ltd. to arise in circumstances where:

- (a) an organisation (or its advisers or any person employed or engaged by it) is potentially providing services for more than one prospective Tenderer in respect of this procurement; or

- (b) an organisation employs or engages, or has employed or engaged, any person currently or formerly employed or engaged by or otherwise connected with CWM Environmental Ltd.

5.9.4 Failure to declare any actual or potential conflict and/or failure to resolve such conflict to the reasonable satisfaction of CWM Environmental Ltd. may result in a Tenderer being excluded from this procurement.

5.9.5 Tenderers must confirm that they have declared any conflicts of interest by completing the Certificate as to Canvassing at Appendix 2.

6. REQUESTS FOR CLARIFICATION

6.1 If you have any questions or require any clarification, these must be communicated electronically via the messages area of the Sell2Wales (<https://www.sell2wales.gov.wales/>) e-tendering portal. This will provide an audit trail of all communication and clarifications.

6.2 Other than the procurement officer responsible for this project, no employee or member of CWM Environmental Ltd. has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

6.3 Clarification questions must be received no later than the tender query deadline set out in the Timetable at Section 9. Any question and answer that results in the provision of additional information by CWM Environmental Ltd. will be distributed anonymously to all Tenderers.

6.4 CWM Environmental Ltd. reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

6.5 Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their tenders.

6.6 Tenderers should note that any error or failure in the Tenderer's IT is the responsibility of the Tenderer and CWM Environmental Ltd. cannot be held responsible for any failure to submit a tender due to an error or failure in the IT system of the Tenderer.

6.7 **Important** – if CWM Environmental Ltd. makes any change to the settings and/or questions of a live tender, this may invalidate any responses already submitted and Tenderers **must** re-publish their response. Tenderers will receive a message prompting them to take action. It is the Tenderer's responsibility to re-submit its tender prior to the tender submission deadline.

6.8 Tenderers who are unable to submit a tender through the portal, or who require assistance using the e-tendering system, must contact the Sell2Wales helpdesk (contact details are available on the portal) no later than seven (7) Working Days before the tender submission deadline, to enable any technical queries to be investigated and resolved.

7. SITE VISITS AND INTERVIEWS

7.1 CWM Environmental Ltd. reserves the right to visit the premises from which the services covered by this tender are to be delivered, including the Tenderer's proposed Delivery Site and mobile repair facilities. Site visits shall take place prior to Contract award. CWM Environmental Ltd. shall liaise with Tenderers via the Sell2Wales portal to arrange any site visit. Appendix 6 addresses site visits and the associated compliance audit in more detail.

- 7.2 CWM Environmental Ltd. reserves the right to invite Tenderers to a clarification interview. Interviews will be used to clarify the content of tenders only and will not be scored separately.

8. TENDER CERTIFICATE AND SUBMISSIONS

8.1 Electronic Tendering (e-Tender)

- 8.1.1 Tenders must be submitted electronically using the Sell2Wales portal. The portal will only be available for the submission of tenders up to the stated deadline time and date, and the date and time of each tender received will be recorded electronically. Tenders are kept secure in the portal and are not opened until the tender receipt deadline has passed.
- 8.1.2 Any tender which is received after the date and time appointed for receipt of tenders shall not be considered but shall be retained unopened on the portal until after a tender has been accepted. However, any such tender may be opened and considered:
- (a) if no other tender has been received; or
 - (b) where no other tender is acceptable, provided it has been received before other tenders have been opened.
- 8.1.3 All tenders shall be opened only after the expiration of the time limit for their delivery.
- 8.1.4 CWM Environmental Ltd. is using an electronic tendering tool to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents or communications.
- 8.1.5 Tenderers should access the Sell2Wales (<https://www.sell2wales.gov.wales/>) e-tendering portal and sign in using the username and password provided at registration.
- 8.1.6 If you decide you do not wish to tender, please advise CWM Environmental Ltd. via the portal and, if possible, outline the reasons for withdrawing.
- 8.1.7 During the tender process, any communication between Tenderers and CWM Environmental Ltd. should be in writing via the portal. After the closing date for receipt of tenders, CWM Environmental Ltd. expects only to make contact with Tenderers for the following purposes:
- (a) to arrange and conduct site visits, the compliance audit and any clarification interviews;
 - (b) to clarify information contained in the tender submissions, including the ESPD;
 - (c) to clarify anything relating to insurance, bonds and guarantees;
 - (d) to inform Tenderers of the award decision and provide assessment summaries; and
 - (e) to agree mobilisation arrangements and the Commencement Date.
- 8.1.8 Monetary values must be given in pounds sterling and exclusive of VAT.

9. CLOSING DATE FOR SUBMISSION AND TIMETABLE

STAGE	DATE(S)
Publication of tender notice on Sell2Wales and issue of ITT	Friday 2 October 2026
Tender query (clarification) deadline	Friday 23 October 2026 at 12:00 noon
Deadline for tender submission	Friday 30 October 2026 at 14:00
Evaluation of tenders	From Monday 2 November 2026

STAGE	DATE(S)
Site visit, compliance audit and verification of ESPD evidence (preferred Tenderer)	[Monday 2 – Tuesday 3 November 2026 – to confirm]
Assessment summaries issued, Contract Award Notice published and commencement of standstill period (8 Working Days)	Tuesday 3 November 2026
Expected date of Contract award (on expiry of standstill)	Friday 13 November 2026
Mobilisation period	13 – 19 November 2026
Contract commencement	Friday 20 November 2026

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

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

10. CONTRACT AWARD CRITERIA

10.1 CWM Environmental Ltd. will award the Contract to the Most Advantageous Tender, assessed against the award criteria set out in this Section 10. Only tenders which pass the Qualification Envelope (Section 5.1) and the Service Specification pass/fail requirement will be evaluated. The price/quality split is **60/40** respectively.

10.2 Price (60%)

10.2.1 Tenderers must complete Additional Information 4 – Pricing Schedule in the Commercial Envelope on the Sell2Wales portal, stating a firm price for each rate for Contract Year 1, Contract Year 2, Contract Year 3 and the optional extension year (Contract Year 4). The rates tendered for each Contract Year will apply for that Contract Year and will not be subject to further indexation.

10.2.2 The Pricing Schedule comprises the following rates:

Ref	Rate	Unit	Indicative annual quantity (evaluation only)
P1	Periodic safety inspection (6-weekly), including brake performance test – articulated tractor unit	Per inspection	104
P2	Periodic safety inspection (6-weekly), including brake performance test – rigid HGV over 7.5 tonnes (including RCVs, hook loaders, skip lorries, gully suckers)	Per inspection	113
P3	Periodic safety inspection (6-weekly), including brake performance test – rigid vehicle 7.5 tonnes and below	Per inspection	17
P4	Periodic safety inspection (6-weekly), including brake performance test – trailer	Per inspection	191 (22 trailers – 12 walking floor, 2 food waste, 1 ejector, 3 hook loader, 2 curtain-sided, 1 tanker and 1 bulker – x 8.7 inspections a year)
P5	Additional laden roller brake test outside a scheduled inspection (for example, following brake repairs) – vehicle or trailer	Per test	25

Ref	Rate	Unit	Indicative annual quantity (evaluation only)
P6	Annual test (MOT) preparation and presentation – vehicle (excluding DVSA test fee)	Per vehicle	27
P7	Annual test (MOT) preparation and presentation – trailer (excluding DVSA test fee)	Per trailer	22
P8	Tachograph inspection and calibration	Per vehicle	24
P9	Labour rate – standard hours	Per hour	Unspecified
P10	Labour rate – out of hours	Per hour	Unspecified
P11	Breakdown call-out charge (all areas within the Operating Area, no mileage charges)	Per call-out	Unspecified
P12	Mark-up on parts supplied (percentage above net invoice cost)	%	Free issue where applicable

10.2.3 Rates P1 to P4 must include the brake performance assessment required at every safety inspection under the DVSA Guide to Maintaining Roadworthiness, normally a laden roller brake test. No separate charge will be paid for a brake test carried out as part of a scheduled inspection. Rate P5 applies only to additional brake tests requested by CWM Environmental Ltd. outside a scheduled inspection.

10.2.4 For the purposes of rates P9 and P10, standard hours are Normal Working Hours as defined in Volume 2 (07:00 to 16:30, Monday to Friday, excluding bank holidays). All other times, including evenings after 16:30, weekends and bank holidays, are out of hours.

10.2.5 The indicative annual quantities are provided solely to enable a fair comparison of tenders. They are based on the current Fleet and do not represent a commitment by CWM Environmental Ltd. to any volume of work; actual volumes may be higher or lower. CWM Environmental Ltd. may also purchase Parts directly and require the Contractor to fit them at the tendered labour rate, in which case no mark-up is payable (paragraph 4.8.5 of Volume 2 and Schedule 3 of Volume 3).

10.2.6 For each Tenderer, a **Total Evaluated Price** will be calculated by multiplying each tendered rate by its indicative annual quantity for each of Contract Years 1 to 4, and adding the parts mark-up (P12) applied to the notional annual parts value stated in the table above for each Contract Year. The Total Evaluated Price is the sum of these amounts across all four Contract Years.

10.2.7 The Tenderer with the lowest Total Evaluated Price will receive the maximum score of 60%. All other Tenderers will be scored using the following formula:

$$\text{Price score} = (\text{Lowest Total Evaluated Price} \div \text{Tenderer's Total Evaluated Price}) \times 60$$

10.2.8 The following example is purely an illustration of the methodology to be used. It does not reflect actual pricing, quantities or submissions.

Bidder	Total Evaluated Price (illustrative)	Price score (out of 60)
Bidder X	£100,000	60.00
Bidder Y	£105,000	57.14
Bidder Z	£112,000	53.57

10.2.9 Tenders which include mileage or travel charges for breakdown attendance, or which exceed the following maximum thresholds in any Contract Year, will be excluded: labour rate (P9) £[●] per hour; labour rate (P10) £[●] per hour; breakdown call-out charge (P11) £[●] per call-out.

10.2.10 Where a tender appears to be abnormally low, CWM Environmental Ltd. will give the Tenderer an opportunity to demonstrate that it will be able to perform the Contract for the price offered and may reject the tender if it is not satisfied that the Tenderer can do so.

10.3 Quality (40%)

10.3.1 Meeting the **Service Specification** (Volume 2) will be evaluated on a **Pass/Fail** basis. Tenderers must confirm that they can meet or exceed the Service Specification by selecting “Yes” or “No” in the relevant section of the Sell2Wales portal. A “No” response will be deemed as not meeting the Service Specification and the tender will not be evaluated further.

10.3.2 **Service Delivery Quality Responses** – Tenderers must respond to the quality questions set out in the Technical Envelope on the Sell2Wales portal, detailing what the Tenderer will deliver as part of this Contract. Please be as specific as possible so that the evaluation panel can understand exactly what is being offered. Responses will be scored using the Scoring Matrix at paragraph 10.3.7 and weighted as indicated in the table below.

10.3.3 Quality weighted scores will be calculated using the following formula:

$$\text{Weighted score} = (\text{Weighting available} \div 5) \times \text{Points awarded}$$

Ref	Description	Points	Weighting	Page limit
Q1	Please provide details of your skills and experience of successfully delivering at least one contract of comparable size and complexity. Please include examples of the make-up of the fleets you have maintained (particularly articulated tractor units, walking floor and other trailers, refuse collection vehicles, hook loaders and gully suckers), what you consider the success factors were and how these were achieved. You may refer to the contracts listed at ESPD 4B1; the ESPD is assessed on a pass/fail basis and Q1 is scored separately.	Out of 5	5%	2 sides A4
Q2	Please describe how you will deliver the planned maintenance programme and maintain compliance with CWM Environmental Ltd.’s Operator’s Licence undertakings. Include your approach to 6-weekly safety inspections, brake testing, annual test preparation and presentation, tachograph calibration, scheduling (including use of a shared calendar for services and 6-weekly inspections), inspection turnaround times and how you will achieve first-time annual test passes.	Out of 5	9%	2 sides A4
Q3	Please detail your plans for a responsive breakdown and mobile repair service. Include your breakdown reporting arrangements (a 24-hour telephone line, enabling CWM Environmental Ltd. to speak to someone and agree a plan for a technician to attend, is desirable but not mandatory, and responses offering one will be viewed favourably), how you will attend breakdowns within 90 minutes across the Operating Area, your mobile workshop resources, arrangements for specialist or complex breakdowns and how you will keep vehicle downtime to a minimum.	Out of 5	7%	2 sides A4

Ref	Description	Points	Weighting	Page limit
Q4	Please describe how you will manage unplanned repairs, turnaround times and the sourcing of parts. Include how you will estimate, authorise and communicate repair times, prioritise vehicles, ensure timely ordering and delivery of parts, manage the quality of parts (OEM or equivalent specification), use sub-contractors for specialist work (such as hydraulics and tail lifts) and deal with faulty or failed parts and defective workmanship (including the workmanship guarantee in Clause B12.1(j) of Volume 3). CWM Environmental Ltd. requires all repairs to be approved by the Transport Manager before work proceeds, and each unplanned repair to be completed within the time agreed with the Transport Manager when the estimate is provided (paragraphs 4.7.2 and 4.7.3 of Volume 2, measured by KPI 9); please explain how you will agree realistic completion times and achieve them.	Out of 5	5%	2 sides A4
Q5	Please describe your digital records, reporting and invoicing arrangements. Include how inspection sheets, defect records, brake test results and job cards will be provided to CWM Environmental Ltd. electronically, any customer portal you will provide, how records will support CWM Environmental Ltd. in meeting its DVSA record-keeping obligations as operator, and how invoices will be itemised by vehicle and job.	Out of 5	5%	2 sides A4
Q6	Please describe your workforce resilience and business continuity arrangements for this Contract. Include the number and qualifications of technicians who will deliver the services, staff turnover, cover for sickness, holidays and peaks in demand, recruitment, training, apprenticeships and succession planning, how you will maintain service if key staff become unavailable, and your Business Continuity Plan (paragraph 6.3 of Volume 2), including the backup workshop or sub-contract capacity you will use if your Delivery Site, equipment, staff or parts supply is disrupted.	Out of 5	4%	2 sides A4
Q7	Please provide your mobilisation and transition plan. Explain how you will be ready to deliver the full service from the Commencement Date, including the transfer of vehicle records and inspection schedules, familiarisation with the Fleet, communication with CWM Environmental Ltd.'s transport team and how you will accommodate additional vehicles as the Fleet grows.	Out of 5	3%	1 side A4
Q8	Please describe the social value and well-being benefits you will deliver through this Contract. Responses should be specific and measurable and may include employment, apprenticeships and training opportunities, use of supply chains and community benefit within Carmarthenshire and the communities CWM Environmental Ltd. serves, and actions to reduce the environmental impact of the services, with reference to the Well-being of Future Generations (Wales) Act 2015.	Out of 5	2%	1 side A4
Total			40%	

10.3.4 Tenderers will be required to satisfy all aspects of the Specification. All questions have been weighted according to their importance and Tenderers should ensure their responses take this into consideration.

- 10.3.5 Please adhere to the page limit for each question (minimum font size Arial 11 or equivalent). Only content within the page limit will be evaluated.
- 10.3.6 A score of 1 or 0 in any quality question, or a score of 2 or below in Q2 or Q3, may result in the tender being rejected regardless of the overall score.
- 10.3.7 **Scoring Matrix** – the quality responses will be scored as follows:

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

10.4 Final Score

- 10.4.1 The final score for each Tenderer will be the sum of its price score (out of 60) and its weighted quality score (out of 40). The Tenderer with the highest final score will become the preferred Tenderer, subject to the site visit, compliance audit and verification of its ESPD responses in accordance with Appendix 6.

11. CWM ENVIRONMENTAL LTD.'S RIGHT TO REJECT TENDERS

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

12. AWARDING PROCESS

- 12.1 Following evaluation, CWM Environmental Ltd. will provide each Tenderer with an assessment summary and will publish a Contract Award Notice. CWM Environmental Ltd. will then observe a standstill period of eight (8) Working Days before entering into the Contract with the successful Tenderer (please see the Timetable at Section 9).

13. DISCLOSED DATA

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

13.2 CWM Environmental Ltd. gives no warranty or undertaking of whatever nature in respect of the Disclosed Data and, specifically (but without limitation), does not warrant that the Disclosed Data represents all of the information in its possession or power relevant or material to, or in connection with, the services. CWM Environmental Ltd. shall not be liable to any Tenderer in respect of any failure to disclose or make available any information, documents or data, any failure to review or update the Disclosed Data, or any failure to inform the Tenderer of any inaccuracy, error, omission, defect or inadequacy in the Disclosed Data.

13.3 Each Tenderer shall:

- (a) be expected to conduct its own analysis and review of the Disclosed Data and to satisfy itself as to the accuracy, completeness and purpose of any Disclosed Data upon which it places reliance, and shall not be entitled to and shall not make any claim against CWM Environmental Ltd. whether in contract, tort or otherwise including, without limitation, any claim in damages on the grounds of any misunderstanding or misapprehension in respect of the Disclosed Data or that incorrect or insufficient information relating to the Disclosed Data was given to it by any person; and
- (b) where information provided by CWM Environmental Ltd. during the tendering process is subsequently found to be inaccurate, and the Contractor could not have reasonably discovered the inaccuracy prior to entering into the Contract, and a variation to the Contract is required as a result, the variation shall be dealt with in accordance with Clause H1 (Contract Variation) of Volume 3 (Contract).

14. FORM OF AGREEMENT

14.1 The successful Tenderer will be required to execute (under hand) the Contract following the standstill period. From the date of Contract award until execution of the Contract, the successful tender (including the ESPD, the insurance declaration and other documents submitted with the tender and approved by CWM Environmental Ltd.) together with CWM Environmental Ltd.'s written acceptance of it (the **Tender Documents**) and:

- (a) the Specification (Volume 2);
- (b) the Tender Certificate, including any responses, supplementary information, declarations, certificates, method statements, appendices and any other information or evidence provided by the Tenderer that forms part of the tender response; and
- (c) the Contract (Volume 3),

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

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

15. APPLICABLE LAW

15.1 The laws of England and Wales, as applied in Wales, shall apply for the purposes of all proceedings relating to this ITT.

Fleet Vehicle Servicing, Repair & Maintenance Contract

Volume 1 – Appendices

APPENDIX 1 – IMPORTANT NOTICES

Fleet Vehicle Servicing, Repair & Maintenance Contract

We, (Tenderer to insert name of tendering organisation), hereby certify that the Information made available by CWM Environmental Ltd. will be used in connection with the procurement process and for no other purpose, and that we agree to comply with CWM Environmental Ltd.'s requirements set out in this Appendix 1 (Important Notices).

1. CONFIDENTIALITY

- 1.1 Subject to the exceptions referred to in paragraph 1.2 below, the information contained in this ITT, or which has been made available to Tenderers as a result of further enquiries (the **Information**), is being made available by CWM Environmental Ltd. on condition that Tenderers shall:
- (a) at all times treat the Information as confidential;
 - (b) not disclose, copy, reproduce, distribute or pass the Information to any other person at any time or allow any of these things to happen;
 - (c) not use the Information for any purpose other than for the purposes of making (or deciding whether to make) a tender;
 - (d) comply with the provisions of paragraph 3 (Publicity) below; and
 - (e) procure that each of its representatives who receive any of the Information is made aware of, and complies with, the provisions of this paragraph 1 as if it were a Tenderer.
- 1.2 Tenderers may disclose, distribute or pass Information to another person (including, but not limited to, the Tenderer's insurers, funders or proposed sub-contractors) if either:
- (a) this is done for the sole purpose of enabling a tender to be made and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as set out in this paragraph 1; or
 - (b) the Tenderer obtains the prior written consent of CWM Environmental Ltd. in relation to such disclosure, distribution or passing of Information.
- 1.3 CWM Environmental Ltd. may disclose detailed information relating to tenders to its Board members, directors, officers, employees, agents or advisers, and to its shareholder where required.

2. INFORMATION LAWS

- 2.1 Tenderers acknowledge that CWM Environmental Ltd. may be subject to the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (the **Information Laws**) and to transparency obligations under the Procurement Act 2023, and that it may be required to disclose information forming part of a Tenderer's proposal to a third party upon request or by publication in accordance with those obligations.
- 2.2 Where a Tenderer considers that any of the information provided in its tender is confidential and/or commercially sensitive to the extent that it could reasonably cause prejudice to its organisation if disclosed to a third party, it should indicate in the attached Schedule of Exempt Information those parts that it does not wish to be disclosed, together with supporting information as to why this information should be exempt from disclosure under the Information Laws.
- 2.3 CWM Environmental Ltd. shall endeavour to consult with Tenderers and shall have regard to any comments and objections made in accordance with paragraph 2.2 above before it releases any information to third parties pursuant to the Information Laws,

provided always that CWM Environmental Ltd.'s legal obligation to supply the requested information will override any Tenderer's objections. CWM Environmental Ltd. shall not be liable to any Tenderer, and no Tenderer shall seek to recover from CWM Environmental Ltd. any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise), from disclosure of information by CWM Environmental Ltd. in accordance with its legal obligations.

- 2.4 Tenderers must respond within five (5) Working Days of receipt of notification from CWM Environmental Ltd. that a request for information pursuant to the Information Laws has been received.

3. PUBLICITY

- 3.1 Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any Contract award, any publicity activity with any section of the media in relation to this ITT or any resulting agreement other than with the prior written agreement of CWM Environmental Ltd. Such agreement shall extend to the content of any publicity. In this paragraph, "media" includes (without limitation) radio, television, newspapers, trade and specialist press, social media, the internet and email accessible by the public at large, and the representatives of such media.

Signed:	Signed:
For and on behalf of:	For and on behalf of:
Dated:	Dated:

Schedule of Exempt Information

Title of Contract: Fleet Vehicle Servicing, Repair & Maintenance

Name of Tenderer:

1. Details of the information the Tenderer wishes to exempt from disclosure	
2. The specific exemption(s) under the Freedom of Information Act 2000 or exception(s) under the Environmental Information Regulations 2004 that apply	
3. The reasons why the Tenderer considers the information to be exempt	
4. The time period (if any) the Tenderer considers the information should be exempt for	

APPENDIX 2 – CERTIFICATE AS TO CANVASSING

Fleet Vehicle Servicing, Repair & Maintenance Contract

To: CWM ENVIRONMENTAL LTD.

1. I/We hereby certify that I/we have not canvassed or solicited any member, officer or employee of CWM Environmental Ltd. in connection with the award of the tender or any other tender or proposed tender for the services, and that no person employed by me/us or acting on my/our behalf has done any such act.
2. I/We further hereby undertake that I/we will not in the future canvass or solicit any member, officer or employee of CWM Environmental Ltd. in connection with the award of the tender or any other tender or proposed tender for the services, and that no person employed by me/us or acting on my/our behalf will do any such act.
3. I/We confirm that I/we have notified CWM Environmental Ltd. of any actual or potential conflicts of interest as set out in paragraph 5.9 of the Instructions to Tenderers and in response to ESPD questions 3B7 and 3B8.

Signed for by: _____ Signature _____ Name _____ Position	Signed for by: _____ Signature _____ Name _____ Position
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DATED

APPENDIX 3 – CERTIFICATE OF NON-COLLUSIVE TENDER

Fleet Vehicle Servicing, Repair & Maintenance Contract

To: CWM ENVIRONMENTAL LTD.

I/We certify that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/we have not done, and undertake that I/we will not do at any time, any of the following acts:

- (a) communicate to a person other than CWM Environmental Ltd. the amount or approximate amount of my/our proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the tender);
- (b) enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted; or
- (c) offer or agree to pay or give, or pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the services any act or omission.

Signed for by: _____ Signature _____ Name _____ Position _____	Signed for by: _____ Signature _____ Name _____ Position _____
--	--

DATED

APPENDIX 4 – TENDER CERTIFICATE

Fleet Vehicle Servicing, Repair & Maintenance Contract

To: CWM ENVIRONMENTAL LTD.

I/We (Full Name)

Of (Full Address)

.....

Having examined the Invitation to Tender and all accompanying documentation, including the Qualification Questionnaire (ESPD) (the **ITT Documentation**), and having satisfied myself/ourselves as to all other matters relevant thereto, I/we enclose our tender and undertake to execute and complete the services required to be performed in accordance with the ITT Documentation for the rates set out in my/our tender submission.

I/We confirm that the information given in my/our ESPD is accurate and complete and consistent with the core supplier information shared via the Central Digital Platform, and that I/we will provide the supporting evidence described in Appendix 6 if selected as the preferred Tenderer.

I/We agree that the insertion by me/us of any conditions qualifying my/our tender, or any unauthorised deletion to any of the tender documents, shall not affect the ITT Documentation and may cause the tender to be rejected.

I/We agree that this tender shall remain open to be accepted or not by CWM Environmental Ltd. for a period of 90 days from the closing date for receipt of tenders as stated in the ITT Documentation.

I/We accept the conditions embodied in the ITT Documentation and undertake to be bound by them if my/our tender is accepted by CWM Environmental Ltd.

Unless and until a formal agreement is prepared and executed, this tender, together with your acceptance of it in writing, shall constitute a binding contract between us.

Signature(s)

Print Name(s)

Position

Date

APPENDIX 5 – DOCUMENT CHECKLIST

Fleet Vehicle Servicing, Repair & Maintenance Contract

Envelope	Item	Included in tender response?
Qualification Envelope	Qualification Questionnaire ESPD – FVSR2 2026 (Excel workbook) – all sections completed, including the Financial Test Separate ESPD for each other consortium member (ESPD 2A8a), where applicable Agreement and related documents Appendix 1 Important Notices, Confidentiality & Schedule of Exempt Information Appendix 2 Certificate as to Canvassing (including conflicts of interest) Appendix 3 Certificate of Non-Collusive Tender Appendix 4 Tender Certificate Contract-specific mandatory requirements Confirmation of core supplier information shared via the Central Digital Platform Acceptance of Contract terms and Data Processing Agreement Confirmation that the Service Specification can be met (Pass/Fail) Confirmation of agreement to Appendix 6 site visit, compliance audit and self-declaration requirements (Pass/Fail)	
Technical Envelope	Quality responses Q1 Skills and experience Q2 Planned maintenance and compliance Q3 Breakdown and mobile repair service Q4 Repairs, turnaround and parts Q5 Digital records, reporting and invoicing Q6 Workforce resilience and business continuity Q7 Mobilisation and transition Q8 Social value and well-being	
Commercial Envelope	Additional Information 4 – Pricing Schedule completed for Contract Years 1 to 4 (rates P1 to P12)	
Attachments Area	Additional Information 1 – Vehicle Schedule Additional Information 2 – Vehicle Service Planner Additional Information 3 – KPI Reporting Template Additional Information 4 – Pricing Schedule	For information

APPENDIX 6 – SITE VISIT, COMPLIANCE AUDIT & SELF-DECLARATION QUESTIONS

1. Site Visit and Compliance Audit

CWM Environmental Ltd. reserves the right to visit the premises from which the services covered by this tender are to be delivered, including the proposed Delivery Site and mobile repair resources. Only the preferred Tenderer will be contacted for the site visit.

The site visit will be arranged via the Sell2Wales portal and must be completed within two (2) Working Days of the preferred Tenderer being contacted. The Contract will not be awarded unless a successful site visit has taken place.

The purpose of the site visit and compliance audit is to confirm that the preferred Tenderer is equipped to deliver the services to CWM Environmental Ltd.'s Fleet and to verify the information given in the tender, including the ESPD. The audit may include, without limitation: workshop capacity and suitability for articulated vehicles and trailers; access to a calibrated roller brake tester; tachograph calibration arrangements; mobile workshop vehicle(s); inspection and record-keeping systems; the number, qualifications and experience of technicians; staff turnover; training records; sub-contractor arrangements; and the Business Continuity Plan required by paragraph 6.3 of Volume 2.

The site visit and compliance audit will be evaluated on a **PASS/FAIL** basis. If the preferred Tenderer **fails** any element, no contract will be awarded to that Tenderer, and the next highest scoring Tenderer will be invited to a site visit (and so on, until a Tenderer passes and an award is made).

2. Verification of ESPD Responses and Self-Declaration

Tenderers self-declare their qualification information in the ESPD at the time of tender. The supporting evidence listed in Section 4 below will only be requested if you are selected as the preferred Tenderer. If selected, the evidence must be provided within two (2) Working Days. The Contract will not be awarded unless the evidence is provided and is consistent with your ESPD responses. The evidence will be evaluated on a **PASS/FAIL** basis. If you **fail** any element, no contract will be awarded to you, and the next highest scoring Tenderer will be asked to provide the required evidence (and so on, until a Tenderer passes and an award is made).

Until the procurement exercise has been completed, please treat the request for information as confidential.

3. Details of your Organisation

Organisation and contact details are provided in Section 2 of the ESPD (questions 2A1 to 2A3) and do not need to be repeated.

4. Self-Declaration and Evidence Required

Below is a breakdown of the evidence you will be asked for only if you are selected as the preferred Tenderer. Please confirm that you will provide it by selecting "Yes" to the relevant question in the Qualification Envelope on the Sell2Wales portal, which confirms that you agree to each point in the tables below. Please do not submit a tender unless you are prepared to provide all the evidence requested. If you do not agree to **each** point, your response will be deemed non-compliant and will be rejected by CWM Environmental Ltd. (**Pass/Fail**)

Question	For information
Terms and Conditions – This tender and any contract subsequently awarded is in accordance with CWM Environmental Ltd.'s Contract for the Supply of Services (Volume 3).	
Data Processing Agreement – This tender and any contract subsequently awarded is in accordance with CWM Environmental Ltd.'s Data Processing Agreement (Volume 3, Schedule 5).	

ECONOMIC AND FINANCIAL STANDING – PASS/FAIL (ESPD Section 4A)

The financial information you provide will be used to verify your ESPD responses and the Financial Test. A financial appraisal will be carried out by a suitably qualified officer to assess the risk and impact of supplier failure, resulting in a Pass or Fail decision. CWM Environmental Ltd. may contact you should supplementary information be needed.

Evidence required	Guidance
1. Accounts for the two most recently completed financial years (audited where available), together with any quarterly or half-year accounts or management reports for the period since (ESPD 4A1, 4A1a). Provide this information for all consortium members where applicable.	Used to verify the Financial Test (ESPD 4A2 and paragraph 5.1.3 of the Instructions to Tenderers): Net Profit Margin greater than 1.0%, Interest Cover greater than 1.5, Current Ratio greater than 0.8 and Acid-Test Ratio of 0.5 or above (ESPD 4A14), in both years.
2. If your organisation is a wholly-owned subsidiary, or relies on the financial standing of a parent company, the registration number of the parent company and its accounts for the two most recently completed financial years.	CWM Environmental Ltd. may require a parent company guarantee.
3. Any explanation or mitigating circumstances given at ESPD 4A2a, with supporting information. If your organisation was not profitable in either of the last two financial years, please explain why and how your organisation will continue trading.	
4. If you are a new company without a trading history, as a minimum: a draft business plan including projected cash flow, profit and loss and balance sheet for at least three years; and evidence of the professional support to be engaged (e.g. payroll, accountancy, HR).	
5. VAT registration number (ESPD 4A9) and the name and contact details of the person CWM Environmental Ltd. should liaise with regarding any queries about the financial position of your organisation.	For verification only. If you are not registered for VAT this will not necessarily preclude you from bidding.
INSURANCE – PASS/FAIL (ESPD Section 4D)	

Please provide evidence of the insurance policies required, including copies of cover notes, schedules or supporting letters from your insurance broker or insurer.	It is a condition of the Contract that you hold insurance at the following levels: Employer's Liability (ESPD 4D1) – £10 million (each and every claim) Public Liability (ESPD 4D2) – £10 million (each and every claim) Product Liability / Defective Workmanship (ESPD 4D4) – £10 million (each and every claim) Motor Trade (ESPD 4D5) – explicitly covering goods vehicles over 7.5 tonnes, including articulated tractor units and trailers: • third-party injury – unlimited; third-party property damage – £5 million (each and every claim) • customer vehicles in your custody or control (at your premises and on the road), comprehensive – £250,000 (any one vehicle) Professional Indemnity (ESPD 4D3) – not required for this Contract Failure to evidence these insurances at the point of award will result in the Contract not being awarded to you. Failure to maintain the required insurance throughout the Contract may result in termination.
TECHNICAL CAPABILITY AND APPROVALS – PASS/FAIL (ESPD Sections 2A9–2A11 and 4B)	
Please provide evidence of: the address of the Delivery Site and confirmation that it is within a fifteen (15) mile radius of Cross Hands, Carmarthenshire; workshop facilities capable of accommodating articulated tractor units and trailers; access to a calibrated roller brake tester (owned or sub-contracted); Approved Tachograph Centre status, or the sub-contract arrangement you will use; your arrangements for presenting vehicles for annual test at an Authorised Testing Facility; the mobile workshop vehicle(s) available for breakdowns; the qualifications and experience of the technicians who will deliver the services; contact details for the contracts listed at ESPD 4B1; your arrangements for selecting and managing sub-contractors (ESPD 2A9 and 4B2); and your Business Continuity Plan meeting paragraph 6.3 of Volume 2, identifying your backup workshop or sub-contract capacity.	Evidence will be verified during the site visit and compliance audit. CWM Environmental Ltd. may contact the referees for the contracts listed at ESPD 4B1.
EQUALITIES – PASS/FAIL	
In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, Employment Appeal Tribunal or any other court or tribunal, or has a complaint of unlawful discrimination been upheld following formal investigation by the Equality and Human Rights Commission (or comparable proceedings in another jurisdiction)?	The Contract will not be awarded to your organisation if you have been found to have unlawfully discriminated in the last three years, unless you provide adequate evidence that you have taken appropriate action to prevent it happening again. Consortia should include data from all members.
HEALTH & SAFETY – PASS/FAIL (ESPD Section 4J)	

A suitably qualified officer of CWM Environmental Ltd. will appraise your health and safety arrangements, resulting in a Pass or Fail decision. All organisations are required to have and enclose a Health and Safety Policy. Guidance is available from the Health and Safety Executive (www.hse.gov.uk). Please ZIP documents together if necessary.	
a) Please attach your Health and Safety Policy (ESPD 4J3), including: a signed and dated policy statement; the organisation and responsibilities for implementing health and safety requirements; and the arrangements (standards and procedures) adopted in practice.	Please ensure the policy is signed and dated and all sections are included.
b) When was your policy last reviewed?	The policy date should reflect the date of the last review, which must be within the last three years.
c) Please name your competent health and safety person or adviser (ESPD 4J4) and summarise your COSHH arrangements (ESPD 4J5).	
d) What arrangements do you have in place to identify, manage and communicate risks involved with your activities? Please provide an example of a completed risk assessment and safe system of work relevant to this Contract (for example, working under raised vehicles, roadside breakdown recovery or brake testing).	Please attach a dated risk assessment relevant to the Contract.
e) Details of any enforcement action (e.g. improvement notice, prohibition notice or prosecution) received by your organisation or any of its directors or officers in the last three years, and any remedial action taken (ESPD 4J1).	
f) What have you done to promote a positive health and safety leadership style and culture within your organisation?	e.g. communication, near-miss and incident reporting, engagement.
g) What training do you provide to employees to maintain competency (ESPD 4J6)?	Please demonstrate appropriate skills, knowledge and experience in health, safety and well-being.
h) If you will use sub-contractors during any part of this Contract, describe how you evaluate their competence, health and safety arrangements and performance, how you would stop sub-contractor work if unsafe or defective, and whether you check sub-contractors for enforcement action in the last three years.	
i) What proactive monitoring does your organisation undertake to ensure compliance with legal requirements and organisational rules?	Please provide current and relevant evidence.
ENVIRONMENTAL, QUALITY AND MODERN SLAVERY – PASS/FAIL (ESPD Sections 4C, 4K and 4L)	
Where you have answered “Yes” at ESPD 4C1, 4K3, 4K4 or 4L1 (4K3 and 4K4 are for information only), please provide: a link to your published modern slavery statement; your environmental policy; and copies of any environmental management system or ISO 9001 (or equivalent) certificates. Where you have disclosed an environmental breach at ESPD 4K1, please provide details and remedial action taken.	Evidence must be consistent with your ESPD responses.
SITE VISIT AND COMPLIANCE AUDIT – PASS/FAIL	

Please confirm that you will respond to the request for a site visit and compliance audit posted on the Sell2Wales portal.	If you do not respond and the site visit has not taken place within two (2) Working Days of notification, CWM Environmental Ltd. reserves the right to score this as a Fail.
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